



# **MODERNIZATION OF DIRKSEN SENATE OFFICE BUILDING ELEVATOR NOS. 3, 4, 5, 6, 8, AND 9.**

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**July 15, 2005**

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Architect of the Capitol  
United States Capitol  
Washington, D.C. - 20515

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## **PROJECT MANUAL**

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**ISSUED BY: ARCHITECT OF THE CAPITOL**

**DIRKSEN SENATE OFFICE BUILDING MODERNIZATION OF ELEVATORS 3, 4, 5, 6, 8,  
AND 9, WASHINGTON, DC**

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# **VOLUME I**

# **BUSINESS**

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i> January 2004	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES	
	RFP NO. 050088	____ SEALED BID (IFB) <u>XX</u> NEGOTIATED (RFP)	July 15, 2005	1	2

IMPORTANT - The "offer" section on page 2 of 2 must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION NO. SB050348	6. PROJECT NO.
7. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515		8. ADDRESS OFFER TO (Note - All handcarried offers/bids will be rejected) Architect of the Capitol Procurement Division Ford House Office Building Attn: Chris Lindsay Room H2-263 Bid Room Second and "D" Streets, S.W. Washington, DC 20515	
9. FOR INFORMATION CALL:		A. NAME Chris Lindsay	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 226- 0994

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SUBJECT: DSOB ELEVATORS NOS. 3,4,5,6,8, &9 MODERNIZATION, WASHINGTON, DC**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

- A SITE VISIT AND PRE-BID CONFERENCE WILL BE CONDUCTED ON July 28, 2005 AT10:00 A.M AT THE DIRKSEN SENATE OFFICE BUILDING. ADDITIONAL INFORMATION is located in the article entitled "VISIT TO THE SITE OF THE WORK ", PAGE 10, IN THE SOLICITATION CONDITIONS.**
- The Offeror's attention is directed to the "SUPPLEMENTARY CONDITIONS", 2. SUBMITTALS, which will be strictly enforced.**

11. The CONTRACTOR shall complete performance within 558 calendar days after Notice of Award. See Supplemental Conditions, article entitled "CONTRACT TIME".

12.The CONTRACTOR must furnish any required performance, payment bonds and insurance: X YES NO. If YES, within 20 calendar days after award.

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 1:00 p.m. (hour) local time August 23, 2005(date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee X is, \_\_\_\_\_ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 Calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

DUNS NO. \_\_\_\_\_ TIN \_\_\_\_\_

15. TELEPHONE &amp; FACSIMILE NOS. (Include area codes)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified in the Schedule in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due.

18. The Offeror agrees to furnish any required performance, payment bonds and insurance.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				20B. SIGNATURE					20C. OFFER DATE	

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION

24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 27

(In Triplicate)

25. AUTHORITY FOR NEGOTIATION, IF APPLICABLE

26. ADMINISTERED BY:

CODE \_\_\_\_\_

27. PAYMENT WILL BE MADE BY:

ARCHITECT OF THE CAPITOL  
Ford House Office Building  
Accounting Office, Room H2-205  
Washington, D.C. 20024

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

\_\_\_\_ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in the contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, requirements, certifications, and specifications or incorporated by reference in or attached to this contract.

\_\_\_\_ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN  
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

**ELEANOR B. DEEGAN**  
**CONTRACTING OFFICER**

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY:

## THE SCHEDULE

### **SUPPLIES OR SERVICES AND PRICES/COSTS FOR CONSTRUCTION**

The Contractor shall furnish all supplies, equipment, personnel and services necessary to perform the work to Modernize Dirksen Senate Office Building Elevators 3, 4, 5, 6, 8, and 9, Washington, DC. (see the SPECIFICATIONS AND THE CONTRACT DRAWINGS) as required by the Architect of the Capitol.

#### **1. SCHEDULE OF ITEMS**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>U/M</u></b>	<b><u>PRICE</u></b>
001	Complete modernization of Dirksen Senate Office Building Passenger Elevator s 3 & 4 to Include car and group controllers, upgraded cabs, signal fixtures and refurbishment of all related hoistway. equipment.	JB	\$ _____
002	Complete cab upgrade of Dirksen Senate Office Building passenger elevators 5, 6, 8, and 9 and related signal fixtures.	JB	\$ _____
<b>TOTAL</b>			\$ _____

END OF THE SCHEDULE

## **GENERAL CONDITIONS**

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## **GENERAL CONDITIONS**

### **AOC52.202-2      DEFINITIONS - CONSTRUCTION (JUN 2004)**

- (a) The term “Government” means the United States of America, represented by the Architect of the Capitol, who is the Contracting Officer.
- (b) The term “head of the agency” means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The “other authority” as used in this paragraph includes the Architect of the Capitol in cases in which he has final jurisdiction or supervision over the work involved.
- (c) The term “Architect” as used in the contract documents shall mean the Architect of the Capitol.
- (d) The term “Contracting Officer” as used in the contract documents means the Architect of the Capitol or his duly authorized representative.
- (e) The term “his duly authorized representative” means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (f) The term “Contractor” means the individual, partnership or corporation entering into a contract with the Government to perform the work specified.
- (g) The term “Subcontractor”, as used in this part, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or other subcontractor. There is no privity of contract between the Government and the Subcontractors.
- (h) The term “Project Director” means the individual designated by the Architect to monitor the progress of work from a technical standpoint. The duties and responsibilities of the Project Director shall include supervision of scheduling, receipt and verification of Contractor’s payrolls in accordance with the Davis Bacon Act, coordination between Divisions, concerning resolution and/or avoidance of potential problems and, to the extent authorized by the Delegation of Authority, if any, issuance of clarifications, supplemental agreements and change orders to the Contractor.
- (i) The term “contract documents” includes, collectively, the Project Manual, the contract drawings and the addenda and modifications thereto, if any.
- (j) The term “work” includes, but is not limited to, materials, labor, and manufacture and fabrication of components.
- (k) The term “specifications” means the portion of the Contract Documents that consist of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

(l) The term “drawings” means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, that show the design, location and dimensions of the Work, and generally includes plans, elevations, sections, details, schedules and diagrams.

(m) Wherever in the specifications or upon the drawings the word “directed,” “required,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the “direction,” “requirement,” “order,” “designation,” or “prescription,” of the Contracting Officer is intended and similarly the words “approved,” “acceptable,” “satisfactory,” or words of like import shall mean “approved by” or “acceptable to,” or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(n) Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed.”

(End of clause)

#### AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (JUN 2004)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(End of clause)

#### AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall

cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

**AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)**

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

**AOC52.211-3 DEFICIENCIES IN CONTRACT DOCUMENTS (JUN 2004)**

The Contractor shall promptly inform the Contracting Officer, in writing, of any discovered errors, omissions, discrepancies, conflicts or ambiguities in the contract documents before proceeding with any work affected by such factors. Failure to do so will be at the risk of the Contractor.

(End of clause)

**AOC52.211-6 NOTICE TO PROCEED (JUN 2004)**

A formal notice, or notices, to proceed will be issued as soon as practical, normally after approval by the Contracting Officer of the bonds and insurance. Unless specifically authorized in writing, any steps taken in connection with the performance of, or the preparation to perform, the contract, prior to issuance of the notice to proceed, will be the responsibility of and at the risk of the Contractor, and without any cost whatsoever to the Government.

(End of clause)

**AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)**

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

AOC52.215-11 AUDITS (JUN 2005)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data in support of any claim, the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for \_\_\_\_\_ (identify by description) are accurate and complete and they are current as of \_\_\_\_\_ (date).

Date of Execution \_\_\_\_\_

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_"

(c) The Contracting Officer in accordance with the FAR clause "Audit and Records - Negotiation", 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.222-1 OVERTIME WORK - CONSTRUCTION (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturday, Sundays or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is ordered in writing by the Contracting Officer and payment therefore is authorized in the written order, and provided such work is not otherwise required to be performed under terms of the contract.

(End of clause)

AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

AOC52.222-7 WORKMEN'S COMPENSATION LAWS (JUN 2004)

The Contractor and his subcontractors employed on the site shall comply with the Workmen's Compensation Laws of the District of Columbia.

(End of clause)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA  
(JAN 1997) ALTERNATE I (JULY 1995)

(a) "Hazardous material" as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in Paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also

be included on the Material Safety Data Sheet submitted under this contract.

Material  
(If none, insert "None")

Identification No.

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award a "Material Safety Data Sheet", meeting the requirement of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in Paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the items(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under Paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate and disclose the data for the Government for these purposes.

(2) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in Paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in Paragraph.(b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

AOC52.223-1 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY  
DATA - SUPPLEMENT (JUN 2005)

(a) Except as provided in paragraph (c), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in FAR 52.223-3(b).

(b) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(c) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(d) For items provided to a construction site, the Contractor shall provide two copies of each MSDS. One copy shall be provided to the COTR in accordance with the Division 1 submittal requirements, and a second copy shall be kept in an MSDS binder on the job site.



(End of clause)

AOC52.223-3 SECURITY MARKINGS (JUN 2004)

(a) Before dissemination to subcontractors or other personnel, all AOC drawings and electronic copies thereof shall be considered at a minimum to be *sensitive but unclassified* (SBU). The following statement shall be imprinted on *each* page of drawings:

**PROPERTY OF THE UNITED STATES GOVERNMENT  
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR  
SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED**

**Do not remove this notice**

**Properly destroy documents when no longer needed**

(b) The following paragraph shall be included on the cover page of the information (such as the cover page on a set of construction drawings and on the cover page of the specifications).

**PROPERTY OF THE UNITED STATES GOVERNMENT  
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR  
SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED**

**Do not remove this notice**

**Properly destroy documents when no longer needed**

(End of clause)

AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS (JUN 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

FAR 52.225-9 BUY AMERICAN ACT– CONSTRUCTION MATERIALS (JUNE 2003)

(a) *Definitions.* As used in this clause --

“Component” means an article, material, or supply incorporated directly into construction materials.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means–

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in Paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic construction material” means–

(1) An unmanufactured construction material mined or produced in the United States, or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas

(b) *Domestic preference.* (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in Paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

\_\_\_\_\_ (~~Contracting Officer to list applicable~~ *None excepted materials or indicate “None”*)

(3) The Contracting Officer may add other foreign construction material to the list in Paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any contractor request to use foreign construction material in accordance with Paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with Paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in Paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the contractor negotiates adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in Paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under Paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers;

**FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON**

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i><u>Item 1:</u></i>			
Foreign construction material	_____	_____	_____
			—
Domestic construction material	_____	_____	_____
			—
<i><u>Item 2:</u></i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate is issued).]*

(End of clause)

**AOC52.225-1 BUY AMERICAN ACT - SUPPLEMENT (JUN 2004)**

In addition to provisions of the above clause entitled, “Buy American Act”, the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

(End of clause)

**AOC 52.228-2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 2004)**

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this

contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

AOC52.228-5 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (SEP 2004)

(a) *Definitions.* As used in this clause, "original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$25,000 or less, the successful offeror

shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds: (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds: (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(c) *Additional bond protection.* (1) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(2) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain an additional bond.

(d) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in Item 12 of the form entitled, "Solicitation, Offer, and Award (Construction, Alteration, or Repair)" or otherwise specified by the Contracting Officer, but in any event, before starting work.

(e) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14<sup>th</sup> Street, NW, 2<sup>nd</sup> Floor, West Wing, Washington, DC 20227.

(f) Notice of subcontractor waiver of protection (40 U.S.C. 270 b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

AOC52.228-6 NOTICE TO SURETIES (JUN 2004)

The final inspection and acceptance of the work included in this contract shall not be binding or conclusive upon the Government if it shall subsequently appear that the Contractor has willfully or fraudulently, or through collusion with the representatives of the Government in charge of the work, supplied inferior material or workmanship, or has departed from the terms of the contract, or if defects of any kind should develop during the period that the guarantees covering such material and workmanship are in force. In such event, the Government shall have the right, notwithstanding such final acceptance and payment, to have the work removed and to cause the work to be properly performed and satisfactory material supplied to such extent as, in the opinion of the Contracting Officer, may be necessary to finish the work in accordance with the

drawings, if any, and specifications, at the expense of the Contractor and the sureties on its bond, and the Government shall have the right to recover against the Contractor and its sureties the cost of such work, together with such other damages as the Government may suffer because of the default of the Contractor in the premises, the same as though such acceptance and final payment had not been made.

(End of clause)

AOC52.232-4 PAYMENTS - CONSTRUCTION (JUN 2004)

(a) *Payment of price.* The Government shall pay the Contractor the contract price as provided in this contract.

(b) *Progress payments.* The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, or estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall including the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested;

(ii) A listing of the amount included for work performed by each subcontractor under the contract;

(iii) A listing of the total amount of each subcontract under the contract;

(iv) A list of the amounts previously paid to each such subcontractor under the contract; and

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) *Contractor certification.* Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete Paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification.

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Title)  
(Date)

(d) *Retainage.* In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of all work required by the contract. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining partial payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount to be retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage.

(e) *Title, liability, and reservation of rights.* All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(f) *Final payment.* The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the



release. A release may also be required of the assignee if the Contractor's claims to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(g) Invoices shall be issued monthly as defined in Paragraph (b) in which services are performed by the Contractor. Properly certified invoices shall be FAXED to the Architect of the Capitol, Accounting Division at (202) 226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract Number;
- (2) Name and address of Contractor;
- (3) Invoice Date;
- (4) Period the payment covers; and
- (5) Amount by line item as identified in the Schedule.

(h) Each invoice shall be in accordance with the SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS FOR CONSTRUCTION completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and information copies of the Contractor's time records (payrolls) shall be submitted with each invoice for payment. Original certified copies of Contractor's payrolls shall have been submitted weekly in arrears to the Contracting Officer in accordance with the Davis Bacon Act.

(i) Payments will be made directly to your financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment By Electronic Funds Transfer - Other than Central Contractor Registration".

(End of clause)

**AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (JUN 2004)**

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;
- (2) The contractor's name and remittance address as stated in the contract(s);
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
- (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and

(5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital

Accounting Division

Mailing Address:

2<sup>nd</sup> and D Streets SW

Ford House Office Building

Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

#### AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

#### AOC52.232-12 ASSIGNMENT - SUPPLEMENT (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF

## CLAIMS.

(End of clause)

### AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however**, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

### AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or

disruptions or both, caused by the aforesaid change.

(End of clause)

**AOC52.233-3      LIMITATION ON DAMAGES FOR DELAY (JUN 2004)**

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of any damages, of any nature whatsoever, which the Contractor, or its subcontractor at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedies in such event shall be a reimbursement of direct costs necessarily incurred as a result of the foregoing causes, and an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) For the purposes of this clause, the term "Damages" shall include all indirect and/or impact costs which shall include, without limitation: unabsorbed Home Office Overhead (including calculations under the "Eichleay Formula"), Idle Labor and Equipment, Loss of Productivity, and Interest; the term "Damages" shall not include on-site direct costs, which shall include direct labor (superintendence, labor, time-keeping, and clerical work) direct materials and supplies (including material handling), direct equipment, restoration and cleanup, overhead and profit (but only as permitted under the clauses "Changes" and "Changes - Supplement", taxes, insurance, and bonding costs, which will be calculated in accordance with the clauses "Changes" and "Changes - Supplement". Provided, however, that the accounting practice of treating these costs as "direct" shall be in accordance with

(1) The Contractor's established and consistently followed cost accounting practices for all work; and

(2) FAR Cost Accounting Cost Principles and Procedures (FAR Part 31).

(c) To the extent that any other provision of this contract provides for the payment of damages, as defined in this clause, to the Contractor and is thus inconsistent with the provisions of this clause, such other provision will be superseded hereby with respect to the issue of damages.

(End of clause)

**FAR 52.236-5      MATERIALS AND WORKMANSHIP (APR 1984)**

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

**FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)**

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

**AOC52.236-1 ACCESS TO WORK (JUN 2004)**

(a) The Contracting Officer or his representative may visit and inspect the Contractor's plant, without advance notice, at any time during the course of this contract, and he shall be granted every available assistance to facilitate such inspection.

(b) The Contracting Officer and proper members of his staff shall at all times have access to the work, and

the Contractor shall provide proper and safe facilities for such access and for inspection.

(End of clause)

**AOC52.236-2 OTHER CONTRACTS AND WORK (JUN 2004)**

(a) The Contractor shall fully inform himself as to conditions relating to construction and labor under which other work, if any, is being performed, or is to be performed, by or for the Government, by contract or otherwise, where such work may affect or be affected by, operations under this Contract.

(b) Notwithstanding the performance by other parties of work at the site during performance of this contract, the Contractor shall prosecute the work diligently and continuously, and he shall cooperate in every way with such other parties. The Contractor shall give such other parties, to the extent their work is affected by his work, all information necessary for the proper execution of their work, without delay. The Contractor shall so arrange and conduct his work that other parties may complete their work at the site according to schedule. All other work under the instant contract shall be carefully coordinated with work under such other contracts.

(End of clause)

**AOC52.236-3 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS -  
CONSTRUCTION (SEP 2004)**

(a) The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others and comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein. He shall also be responsible for all materials delivered and work performed until completion and final acceptance of the entire contract work, except for any completed unit thereof which theretofore may have been finally accepted.

(b) *Williams-Steiger Occupational Safety and Health Act.* The Contractor shall also comply in all aspects of the job with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations. The Contractor shall bring to the attention of the Architect any work encountered which may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(c) *National Fire Protection Association standards.* The Contractor shall comply with all applicable standards of the National Fire Protection Association relative to fire prevention, except to the extent that more exacting requirements are specified or imposed by the Contracting Officer. The Contractor shall keep and properly maintain fire prevention devices at the job site and shall take all possible precautions deemed necessary by the Government representative in charge of the work.

(d) *Protection of property and persons.* (1) The Contractor shall protect all of his material and work at the site, whether incorporated in the work or not, against damage or loss from any cause, and he shall take all



necessary precautions against damage to all other work and material on the site. He shall provide and maintain necessary safeguards for protection of his employees, Government employees and the public generally, and he shall take all other proper precautions for their protection against injury. He shall comply with all directives and regulations of the Contracting Officer and other proper authorities relative to the use of public property.

(2) The Contractor shall protect all electric, telephone, computer facilities, water, gas, sewer, steam and other underground utility lines, in sidewalks, streets or other areas in, under or around the site, to the satisfaction of the Contracting Officer, the Government of the District of Columbia, and all other authorities having jurisdiction.

(3) The performance of work at the site by other parties shall not relieve the Contractor from any liability for loss or damage or from his obligations under this contract. No agreement or arrangement between the Contractor and others as to a division or proportionate share of liability for loss or damage incurred, or of the cost of insurance, shall in any way relieve the Contractor of such liability or his obligations under this contract.

(e) The Contractor shall comply with the requirements of FAR 52.236.13, Accident Prevention. In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to suspend work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to suspend the work to the Contractor formalizing the specifics of the verbal suspension of work.

(f) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

#### AOC52.236-4 CUTTING AND PATCHING (JUN 2004)

Prior to initiation of the work operations of either cutting or patching, as a necessary requirement of the work under this contract, of any structural component or of lintels, stair systems, piping, duct work, vessels, equipment and like items in the building, the Contractor shall consult with the Contracting Officer and follow explicitly his directions and stated requirements concerning methods, materials, the manner in which the work is performed, and the level of competence and skill possessed by Contractor's employees, or those of subcontractors, who are proposed to be employed in said cutting and/or patching operations.

(End of clause)

#### AOC52.236-5 CLEANING AND RESTORING (JUN 2004)

(a) The contractor shall remove dirt and debris resulting from the operations under this contract daily.

(b) The Contractor shall, as a condition precedent to the final acceptance of the work, remove from the site of the work all remaining plant, installations, temporary barricades, temporary facilities, equipment, tools, materials, refuse, rubbish and waste, used or accumulated in connection with, but not incorporated in, the work, unless otherwise specified or directed, and he shall leave the buildings, grounds, streets, and all public places occupied by him in a thoroughly clean, neat and satisfactory condition.

(End of clause)

#### AOC52.236-8 SCHEDULING OF WORK (AUG 2004)

(a) The Contractor shall, before commencing work on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of partial payments until the Contractor submits the required schedule.

(b) The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours as necessary to insure prosecution of work in accordance with the approved schedule. If, in the opinion of the Contracting Officer, the Contractor falls behind in the scheduled progress, the Contractor shall take such steps as may be necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained. The provisions of this subparagraph shall not be construed as prohibiting work on Saturdays, Sundays and holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, if the Contractor so elects and if approved.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

#### AOC52.236-9 SCHEDULE OF VALUES (JUN 2004)

(a) The Contractor shall, in accordance with the requirements of the Contracting Officer, prepare and submit for approval a schedule of estimated values of all parts of the work, and shall submit such quantity

breakdowns pertinent thereto as the Contracting Officer may deem necessary for the proper checking of partial payment requisitions and for other administrative purposes. The total of the schedule of values shall equal the amount of the contract. The values employed in making this schedule will be used only for determining partial payments; they will not be used as a basis for determining an increase or decrease in the contract price. The listings and subdivisions of this schedule for estimated costs and quantity breakdowns shall be as approved by the Contracting Officer.

(b) The submission and approval of the schedule of values shall be a condition precedent to the making of partial payments.

(End of clause)

#### AOC52.236-10 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUN 2004)

(a) The Contractor shall keep on the site of the work a copy of the drawings and specifications, and of approved shop drawings, product data and samples and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, or in case of discrepancy either within the figures, within the drawings, or within the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information he considers necessary, unless otherwise provided.

(b) "Shop drawings" means drawings submitted to the Government by the Contractor, subcontractor, any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(c) The Contractor shall submit to the Contracting Officer for approval shop drawings, product data and samples as required under the various sections of this Project Manual. The Contractor shall coordinate all such submittals, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings, product data, or samples submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for re-submission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such submittals, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with Paragraph (d) below.

(d) If shop drawings, product data, or samples show variations from the contract requirements, the Contractor

shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(e) Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings, product data or samples delivered under this contract.

(f) The provisions of this entire paragraph shall be included in all subcontracts at any tier.

(End of clause)

#### AOC52.236-12 PRODUCT DATA AND SAMPLES (JUN 2004)

(a) Product data shall mean information (e.g., catalog cuts, standard illustrations, drawings, performance charts, data and brochures) pertinent to a particular product, equipment or material required as a part of the work. Product data is required to establish, for the purposes of evaluation and approval, details of the product offered in response to specifications elsewhere in the contract documents. Product data pertains to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes, in addition to the above, the manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any).

(b) Samples are physical examples of materials, equipment or workmanship that will be used by the Contracting Officer to establish standards by which the work will be judged.

(c) Samples not subject to destructive tests may be retained by the Contracting Officer until completion of the work; they will then be returned to the Contractor, at his own expense, if he so requests in writing.

(End of clause)

#### FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of the contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract

modified in writing accordingly. However, no adjustment shall be made under this Article for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this article shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

#### FAR 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of this work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating-

- (1) The date, circumstances, and source of the order; and
- (2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is

responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of the proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(End of Clause)

#### AOC52.243-1 CHANGES - SUPPLEMENT (JUN 2004)

(a) *Definitions.* (1) A “change order” is a unilateral contract modification, signed by the Contracting Officer, which describes and identifies a particular change in the requirements as permitted by the FAR clause, 52.243-4, “Changes” and authorizes the contractor to begin performance with the changed requirements. The change order may reference pertinent oral or written directives, provide an adjustment to the contract price and/or time for performance, and direct the contractor to submit a proposal for definitization of the change order.

(2) A “supplemental agreement” is a bilateral contract modification, signed by the contractor and the Contracting Officer, which either authorizes the contractor to begin performance with the changed requirements in accordance with the equitable adjustment agreed to prior to commencement of performance of the changed requirements or definitizes a change order after agreement of an equitable adjustment to the contract.

(3) Request for Proposal. A request by the Contracting Officer or his duly authorized representative for the contractor to submit a proposal for requirements contemplated to be changed. Such proposal shall be submitted within the time limit specified in the request and in accordance with the requirements and limitations of this clause.

(b) *Authorization of changes.* All changes to contract requirements will be authorized in writing by the Contracting Officer through one of the following methods:

- (1) A Supplemental Agreement, with the concurrence of the contractor; or
- (2) A unilateral Change Order.

(c) *Submission of proposals and cost breakdowns by the contractor.*

- (1) Proposals for changes to the contract requirements shall include a brief description of the change;

a breakdown of costs as outlined hereinafter; and a time impact analysis (fragnet).

(2) In considering proposals for changes involving added requirements, omitted requirements, or any combination thereof, the Contracting Officer or his duly authorized representative will make check-estimates in such detail as he deems necessary with the view of arriving at equitable adjustments. With each proposal, the contractor shall submit separately an itemized breakdown as per "Exhibit A" hereof, which shall include, but not be limited to, the following:

- (i) Direct labor costs;
- (ii) Social Security and Unemployment Insurance Taxes;
- (iii) Workmen's compensation and general liability insurance;
- (iv) Direct material quantities and unit prices (separated into trades);
- (v) Construction equipment;
- (vi) Overhead; and
- (vii) Profit.

(3) If the contractor believes that the change in the contract requirements affects the contract period of performance, as required by AOC52.211-5, Commencement, Prosecution, and Completion of Work, of the Supplementary Conditions, appropriate substantiation must be submitted for evaluation/review.

(4) A complete proposal, including breakdown of cost and time impact, shall be submitted by the contractor within the time frame stipulated in calendar days by the Government for each proposed change. Generally, complete proposals shall be submitted by the contractor within 7 calendar days after the contractor receives the request for proposal, although this time frame may be adjusted for more complex or more urgent requirements. Except as provided by an individual contract modification, no payment for a change order will be made until a supplemental agreement has been signed by the contractor and the Contracting Officer. If complete proposals are not received timely, the Contracting Officer, after consultation with his authorized representative, may determine the cost of the change and the time impact and issue a change order based upon this determination with the stipulation that if a supplemental agreement is not negotiated within a reasonable amount of time, this determination will be final and conclusive, subject only to the contractor's rights of appeal as provided in AOC52.233-1, Disputes, of the General Conditions.

(d) *Allowances for overhead and profit.* (1) The following percentages will be allowed for overhead and profit:

(i) The contractor shall receive, as a percentage of the cost of all work performed by his own organization, an amount not to exceed 10% overhead and not to exceed 10% profit; and

(ii) If subcontractor(s) are involved in the change, a fee in an amount not to exceed 10% as a percentage of the total price of the subcontractor portion of the change.

(iii) Subcontractor(s) to the prime contractor (first tier subcontractor(s)) shall receive, as a percentage of the cost of all work performed by or for it, a total amount not to exceed 10% overhead and not to exceed 10% profit.

(iv) The percentages for fees, overhead, and profit permitted by the above shall be allowed only for the contractor and its first tier subcontractors. Percentages for fees, overhead, and profit in any amount will be not be allowed for subcontractors of any other tier.

(2) Percentages for overhead allowed are deemed to include, but shall not be limited to, the following:

(i) Field Overhead Items.

(A) Trailer;

(B) Storage Facilities;

(C) Contractor's and subcontractor's superintendence;

(D) Construction equipment/tools, except those that are specially required for a specific change;

(E) Utilities;

(F) Contractor's and subcontractor's field office, administrative/support staff;

(G) Cost of preparing record drawing changes, correspondence, etc., relating to the contract;

(H) Job site safety aids; and

(I) Cleaning and maintenance of nuisance debris from jobsite.

(ii) Office Overhead Items for Contractor and Subcontractors.

(A) Maintenance/operation of principal or branch offices;

(B) Personnel costs;

(C) Cost for preparing correspondence, fragnets, etc., relating to the contract; and



(D) Cost of insurance and bonds, except for insurance costs relating to direct labor, as outlined in "Exhibit A" .

(iii) For changes which include custom items unique to the project and which are fabricated off-site, the fabricator, whether the contractor or a subcontractor at any tier, shall furnish a breakdown of costs associated with the work in the fabricating plant. This breakdown shall include labor, material, equipment and overhead/plant costs in sufficient detail to allow for review by the Contracting Officer or his duly authorized representative. Costs charged to overhead/plant shall be allowable costs for the fabricator, whether he is the contractor or a subcontractor at any tier, provided that the costs claimed are consistent with the provisions of Subpart 31.203 of the Federal Acquisition Regulation (Chapter 1, Title 48, Code of Federal Regulations). An amount not to exceed 10% of the cost of the fabricated item will be allowed for the fabricator's profit. If the fabricator is a subcontractor, the overhead and profit percentages for the contractor and any subcontractor at a higher tier having a contractual relationship with the fabricator shall be allowed in accordance with this clause.

(e) *Changes involving decreases in price.* For changes involving only a decrease in price, the contractor and subcontractors shall return as credit for overhead and profit those same percentages which are allowed for like changes involving increases in price. On changes involving both an increase and a decrease in price, overhead and profit will be allowed only on the net increase.

(f) *Changes involving increases or decreases on basis of contract specified unit prices.* No percentages for overhead and profit will be added to, or deleted from, any unit prices in event of an increase or decrease in the contract requirements on the basis of contractual unit prices.

## EXHIBIT A TYPICAL FORM OF BREAKDOWN FOR PRICE ADJUSTMENT

### SUBCONTRACTORS' BREAKDOWN

Items Involved	Quan- tities	Unit Cost	Equip- ment	Material	Labor	Extensions		Unit Cost
						Totals	Final Totals	
<b>Excavation</b> (Identify)								
• Volume								
• Crane Operator								
• Laborers								

<b>Shoring</b> (Identify)								
• Area								
• Welder								
<b>Subcontractor Total</b>								

**PRIME CONTRACTOR'S BREAKDOWN**

Items Involved	Quan- tities	Unit Cost	Equip- ment	Material	Labor	Extensions		Unit Cost
						Totals	Final Totals	
<b>West Wall</b> <b>(Cinder Block)</b>								
• Area								
• Block 8x8x16								
• Mortar								
• Mason								
• Laborer								
Subtotal								
Prime Contractor's Total								
Prime Contractor's Overhead and Profit on Subcontractor								
Total								

(End of clause)

AOC52.244-1      AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS  
OF THE WORK (JUN 2004)

(a) The Contractor shall perform all work with his own forces, unless written approval is obtained from the Contracting Officer for subcontracting a portion of the work.

(b) In the event the Contractor obtains approval for subcontracting a portion of the work, the following paragraphs shall apply:

(1) Each subcontractor shall be experienced in and capable of performing in a satisfactory manner all work in his speciality, and shall meet the standard of competence hereinbefore established for the Contractor.

(2) Before awarding any subcontracts the Contractor shall submit for approval the names, addresses and qualifications of subcontractors, if any, that he proposes to employ for any branch of the work, and no subcontractor shall be permitted to proceed with any branch of the work until approved. If required, the Contractor shall furnish accurate records, detailed photographs of work performed, and any other information desired in connection with any subcontractor as to whose ability there may exist any doubt in the mind of the Contracting Officer.

(c) The Contractor shall be responsible for all acts of subcontractors employed by him under this contract, and for their compliance with all terms and provisions of the contract applicable to their performance. The Contractor shall continuously coordinate the work of all sub-contractors to assure proper processing and progress of the Work. The Contractor shall require each subcontractor to (1) examine the project schedule, shop drawings and the work of other trades and all sections of the specifications to the extent necessary for satisfactory Installation of his work, and connection between his work and the work of other trades; (2) coordinate his work accordingly; and (3) cooperate with other trades toward timely and satisfactory completion of the entire Work.

(d) Organization of the specifications into sections and subsections and the arrangement of drawings shall not control the Contractor in dividing work among subcontractors or in establishing the extent of work to be performed by any trade.

(e) Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the Government.

(End of clause)

AOC52.245-2      GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

(a) For the purposes of this clause, Government-furnished "property" includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access,

tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer's Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the "Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol" before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

AOC52.246-1 FINAL INSPECTION AND ACCEPTANCE - CONSTRUCTION - SUPPLEMENT  
(SEP 2004)

(a) No inspection or other action of the Government shall be construed to constitute a final acceptance of any portion of the work under this contract until all work under the contract is completed. None of the work

under the contract shall be deemed to be finally accepted until the Contractor, upon completion and final inspection of all work, is notified in writing of final acceptance of work under the contract, or in lieu thereof, until final payment of the final voucher as prescribed in AOC52.232-4, Payments - Construction. The provisions of FAR clause 52.246-12, Inspection of Construction are hereby modified by the provisions of this paragraph with respect to the finality of acceptance of any portion of the work by the Government prior to completion of all work under the contract.

(b) The Contractor shall notify the Contracting Officer, at least 10 days in advance, of the date the work will be fully complete and ready for final inspection. Any additional costs incurred by the Government due to necessary reinspection of work found not ready for final inspection upon the Contractor's notice of completion will be charged to the Contractor and deducted from the contract price.

(End of clause)

**AOC52.246-6      ADDITIONAL WARRANTY COVERAGE (JUN 2004)**

If the Contractor receives from any manufacturer, supplier or subcontractor additional warranty coverage on the whole or any component of the work required by this contract, in the form of time including any pro rata arrangements, or the Contractor generally extends to his commercial customers a greater or extended warranty coverage, the Government shall receive corresponding warranty benefits.

(End of clause)

**FAR 52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: [www.gsa.gov](http://www.gsa.gov) or [www.govcon.com](http://www.govcon.com)

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
AUDIT AND RECORDS - NEGOTIATION	JUN 1999	52.215-2
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP 2000	52.222-4
DAVIS-BACON ACT	JUL 2005	52.222-6
WITHHOLDING OF FUNDS	FEB 1988	52.222-7
PAYROLLS AND BASIC RECORDS	FEB 1988	52.222-8
APPRENTICES AND TRAINEES	FEB 1988	52.222-9
COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988	52.222-10
SUBCONTRACTS (LABOR STANDARDS)	FEB 1988	52.222-11
CONTRACT TERMINATION - DEBARMENT	FEB 1988	52.222-12

COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988	52.222-13
DISPUTES CONCERNING LABOR STANDARDS	FEB 1988	52.222-14
CERTIFICATION OF ELIGIBILITY	FEB 1988	52.222-15
EQUAL OPPORTUNITY	APR 2002	52.222-26
AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999	52.222-27
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS ON THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222.37
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
PATENT INDEMNITY- CONSTRUCTION CONTRACTS	APR 1984	52.227-4
ADDITIONAL BOND SECURITY	OCT 1997	52.228-2
IRREVOCABLE LETTER OF CREDIT	DEC 1999	52.228-14
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## SUPPLEMENTARY CONDITIONS

### AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

### AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JUN 2004)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies or cost, or (b) the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

### FAR 52.211-12 LIQUIDATED DAMAGES (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$500.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

### AOC52.211-5 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (SEP 2004)

(a) All work to be performed under this contract shall be completed within **588** calendar days after the date of contract award. No work under this contract shall be performed on Saturdays,



Sundays or Federal holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, except with prior approval of the Contracting Officer.

(b) Time for completion of the contract work will be adjusted only in accordance with applicable clauses in the GENERAL CONDITIONS (e.g., "Differing Site Conditions", "Changes", "Changes - Supplement", "Suspension of Work").

(End of clause)

#### AOC52.223-5 SPECIAL SECURITY REQUIREMENTS - SERVICES (JUN 2005)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police Headquarters, 119 D Street, N.E.

(e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) **at all times** during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation, will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor

will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor.

(h) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through a magnetometer. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(i) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(j) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.

(End of clause)

#### AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (SEP 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS).* All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW,

Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (i) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) *40 P Street SE inspection facility.* All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 40 P Street, SE, in compliance with instructions as provided elsewhere in this contract.

(End of clause)

AOC52.236-11 SUBMITTALS (JUN 2004)

(a) The Contractor shall deliver all required submittals within the times specified elsewhere

in this contract. Unless specifically stated otherwise, four (4) sets of each item shall be delivered by the contractor to the Contracting Officer's Technical Representative. An in-depth description of these submittals can be found in the appropriate technical sections of the specification. Any Schedule of Work prepared shall reflect delivery of these items. Failure to provide timely delivery of these submittals may be considered to be grounds for termination for default.

(b) The Government will review the submittals and either approve them as submitted, or mark required changes on them. If changes are required, the Contractor shall deliver revised submittals for approval by the Government which incorporate all of the required changes within two weeks after receipt by the Contractor of the marked-up submittals.

(End of clause)

END OF SUPPLEMENTARY CONDITIONS

**REPRESENTATIONS, CERTIFICATIONS,  
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**REPRESENTATIONS, CERTIFICATIONS,  
AND OTHER STATEMENTS OF OFFERORS**

FAR 52.203-2      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a)      The offeror certifies that -

(1)      The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

- (i)      Those prices;
- (ii)     The intention to submit an offer; or
- (iii)    The methods or factors used to calculate the prices offered;

(2)      The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3)      No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b)      Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1)      Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i)   Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

---

*[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or per position in the offeror's organization];*

- (ii)      As an authorized agent, does certify that the principals named in

subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.* "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

\_\_\_\_\_ TIN: \_\_\_\_\_.

\_\_\_\_\_ TIN has been applied for.

\_\_\_\_\_ TIN is not required because:

\_\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_\_ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization.*

\_\_\_\_\_ Sole proprietorship;

\_\_\_\_\_ Partnership;

\_\_\_\_\_ Corporate entity (not tax-exempt);

\_\_\_\_\_ Corporate entity (tax-exempt);

\_\_\_\_\_ Government entity (Federal, State, or local);

\_\_\_\_\_ Foreign government

\_\_\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_\_\_ Other \_\_\_\_\_

(f) *Common Parent.*

\_\_\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit



number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(d) Enter DUNS number:\_\_\_\_\_.

(End of provision)

#### AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

#### AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
E-Mail:

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
E-Mail:

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
E-Mail:

\_\_\_\_\_

(End of provision)

END OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
OFFERORS

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## SOLICITATION CONDITIONS

### FAR 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

- (a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.
- (b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must–
- (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
  - (2) Clearly identify the item by–
    - (i) Brand name, if any; and
    - (ii) Make or model number;
  - (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
  - (4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
- (c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonable available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
- (d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

### AOC52.215-1 INSTRUCTIONS TO OFFERORS (FEB 2005)

- (a) *Definitions.* As used in this provision --  
“Proposal modification” is a change made to a proposal before the solicitation’s closing date and

time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) *Packaging, transmission, and tracking of proposals.* (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled “SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)”, enclose the completed Schedule page, Bid Guarantee, if required, and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Chris Lindsay, Room H2-263 Bid Room, Second and “D” Streets, S.W., Washington, DC 20515. Offeror shall place the OF-17, Offer Label, on the exterior of the package on the same side as the address, or write “Bid Documents Enclosed”, “H2-263 Bid Room”, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. **See “Notice for Delivery” on the front of the solicitation.**

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed “Solicitation, Offer and Award” form as well as a copy of the FEDEX or UPS receipt to Chris Lindsay to (202) 225-3221 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. **OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL.** See notice attached to this solicitation for special instructions.

(d) *Submission, modification, revision, and withdrawal of proposals.* (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due. For the purposes of determining timeliness, the designated Government office is defined as the Pitney Bowes Management Services Capitol Heights Mail Facility at 9140 East Hampton Drive, Capitol Heights, Maryland 20743.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government’s control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

#### AOC52.215-2 INTERPRETATIONS AND AMENDMENTS (JUN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least **fifteen (15) calendar days prior to the date specified for receipt of proposals**. Written requests shall be transmitted via e-mail to [clindsay@aoc.gov](mailto:clindsay@aoc.gov) or via facsimile to (202) 225-3221.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

#### AOC52.215-3 RESTRICTION ON DISCLOSURE AND USE OF DATA (JUN 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

- (a) Mark the title page with the following legend:  
“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)”;
- (b) Mark each sheet of data it wishes to restrict with the following legend:  
“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

(End of provision)

#### AOC52.215-4 CONTRACT AWARD (JUN 2004)

- (a) The Government will evaluate offers in response to this solicitation without discussions and will award a contract to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation. Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a price standpoint. The Government reserves the right to conduct discussions.
- (b) The Government may—
  - (1) Reject any or all offers;
  - (2) Accept other than the lowest offer; and
  - (3) Waive informalities or minor irregularities in offers received.
- (c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.



(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (c) of this clause), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(f) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

#### AOC52.215-7 PREPARATION OF PROPOSALS - CONSTRUCTION (JUN 2004)

(a) Offers shall be submitted, in the quantities as stated elsewhere in this solicitation, on the accompanying printed form entitled, "SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)" and copies thereof, with blank spaces suitably filled in. Erasures or other changes on any or all submissions shall be initialed by the signer of the offer.

(b) Copies of the offer shall be identical and each copy shall give the full business address of the offeror, and be signed by him (see Block 20B of the form entitled, "SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)") with his usual signature. Offer by partnerships shall furnish the full names of all partners, and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Offers by corporations shall be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature. An offer by a person who affixes to his signature the word "president", "Secretary", "agent", or other designation, without disclosing his principal, may be held to be the offer of the individual signing. When requested by the Government, satisfactory evidence of the authority of the offer signing in behalf of the corporation shall be furnished.

(End of provision)

#### AOC52.215-9 FAILURE TO SUBMIT OFFER (JUN 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name **will** be removed from the applicable mailing list.

(End of provision)

#### FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

#### FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS (MAY 2002)

(a) *Definitions.* "Construction material", "domestic construction material", and "foreign construction material", as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act - Construction Materials (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination of inapplicability of the Buy American Act should submit the request to the Contracting officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer or has not received a response to a previous request, the offeror shall include the information and supporting data on the offeror.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR

52.225-9.

(2) If the evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable costs.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror may also submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### AOC52.228-1 OFFER GUARANTEE (JUN 2004)

(a) Failure to furnish an Offer Guarantee in the required form and amount, with and as a part of the proposal, will be cause for rejection of the proposal.

(b) The offeror shall furnish an Offer Guarantee of not less than 20% of the proposed price in the form of a firm commitment consisting of a Bid Bond, Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Postal Money Order made payable to the Architect of the Capitol, or, under Treasury Department Regulations, certain bonds or notes of the United States. The Contracting Officer will return Offer Guarantees, other than Bid Bonds, (1) to unsuccessful offerors as soon as practicable after evaluation of the proposals; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(End of provision)

AOC52.236-13 VISIT TO THE SITE OF THE WORK - CONSTRUCTION (JUN 2004)

(a) It is strongly recommended that all prospective offerors visit the site where the work is to be performed, compare the work requirements with existing conditions, verify dimensions, if necessary, and fully inform themselves regarding the nature and scope of the proposed work and the conditions under which it will be conducted. Offerors shall also inform themselves regarding other work, if any, being done or to be done by or for the United States government, the District of Columbia government and utility companies, by contract or otherwise, where such work may affect or be affected by the operations under the contract. Failure to take these precautions will in no way relieve the successful offeror from his obligation to furnish all materials, services, labor, and any other requirements necessary to complete the work satisfactorily under the conditions established by the contract documents and without additional expense to the Government.

**(b) A pre-proposal meeting will be conducted at the Dirksen Senate Office Building, Room SDB-07, located at 1<sup>st</sup> Street and Constitution Avenue, NE, Room Washington, D.C. for all prospective offerors on July 28, 2005 at 10:00 AM, local time.**

(c) The Architect will conduct one field inspection of the work immediately following the pre-proposal meeting. Those intending to participate shall meet at the address above. Information concerning the meeting may be obtained by telephoning Chris Lindsay at (202) 226-0994.

(d) Offerors are encouraged to submit all questions in writing at least five (5) working days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at any site visit, the pre-proposal conference or field inspection, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting a offer.

(End of provision)

END OF SOLICITATION CONDITIONS

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# **VOLUME I I**

# **TECHNICAL**

**DIVISION 1 - GENERAL REQUIREMENTS****PART 1 - GENERAL****1.1 DESCRIPTION OF REQUIREMENTS:**

- A. **General Requirements:** The provisions or requirements of Division-1 apply to entire work of Contract and, where so indicated, to other elements which are included in project, and include, but are not limited to the following:
1. Summary of the Work.
  2. Project Coordination.
  3. Definitions and Standards.
  4. Schedules, Reports, and Payments.
  5. Submittals.
  6. Temporary Facilities and Controls.
  7. Products.
  8. Project Closeout.

**1.2 SUMMARY OF THE WORK:**

A. **Project/Work Identification:**

1. **General:** Project name is "Modernization of Elevators 3, 4, 5, 6, 8 and 9 - Dirksen Senate Office Building," Washington, D.C., as shown on Contract Documents prepared by the Architect of the Capitol.
2. **Summary by Reference:** Work of the Contract can be summarized by references to the SCHEDULE, GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, Official Procedure for Making Changes in Contracts, Specification Sections, Drawings, Amendments, and Modifications to the contract documents issued subsequent to the initial printing of this Project Manual and including, but not necessarily limited to, printed material referenced by any of these.
3. **Abbreviated Written Summary:** Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:
  - a. **The Work** includes modernization of electrical/mechanical systems as well as material upgrades for six (6) traction elevators. Work will include the installation of new electrical and mechanical components, car interior and hall finishes, and systems for communication and monitoring of the elevators.
  - b. **The government** will furnish and install floor finishes.

B. **Contractor Use of Premises:**

1. **General:** The Contractor shall limit his use of the premises to the work indicated, so as to allow for the Government's occupancy and use by the public.
2. **Contractor Use of the Existing Building:** During the construction period the site and the building will be occupied by Members of Congress, other Government employees and the general public. Maintain the existing building in a safe and weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the

construction period. Cooperate fully with the Architect or his representative during construction operations to minimize conflicts and to facilitate Government usage.

- a. **Clear Passage:** Keep public areas such as hallways, stairs, elevator lobbies and toilet rooms free from accumulation of waste material, rubbish or construction debris. Materials, tools, hoists, scaffolding and other equipment may not be placed in the hallways, stairways, and elevator lobbies beyond designated areas without prior written permission of the Architect.
  - b. **Smoking or open fires** will not be permitted within the building enclosure or on the premises.
  - c. **Use of Existing Elevators:** Refer to Article, Temporary Facilities and Controls, for designation of elevators available for use of Contractor's personnel. Use of other than designated elevators will not be permitted.
3. **Limitations on Use of the Site:** Limitations on site usage as well as specific requirements that impact site utilization are indicated on the Drawings and by other Contract Documents. Portions of the site beyond areas on which work is indicated are not to be disturbed. In addition to these limitations and requirements, administer allocation of available space among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
- a. **Unless designated** for sole Contractor use, keep existing driveways and entrances serving the premises clear and available to the Government and its employees at all times.
  - b. **Maintain driveways** between and around combustible material storage piles of at least 15' wide and free of accumulation of rubbish, equipment and materials. Maintain access for fire fighting equipment and emergency vehicles.
  - c. **Do not unreasonably** encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the designated areas. If additional storage is necessary, obtain and pay for such storage off-site.
4. **Construction Parking Control:** Parking space for personal vehicles is not available on the site. Obtain approval of Architect for parking of construction motor vehicles or other equipment on the site.
- C. **Blasting:** The use of any kind or type of explosive in the performance of the work is prohibited, except the use of construction tools actuated by or employing powder-actuated charges which shall be permitted, provided that the tool is of the kind and design ordinarily used for such construction and that the Architect has authorized its use after determining that its use will not endanger human life or safety.
- D. **Mechanical/Electrical Requirements of General Work:** Except as otherwise indicated, comply with applicable provisions of The National Electrical Code (NEC) and standards by National Electrical Manufacturer's Association (NEMA) for electrical components of general work. Where applicable, provide products listed and labeled by nationally recognized independent testing and labeling organizations.

### 1.3 PROJECT COORDINATION:

- A. **Continuously coordinate** the work of subcontractors to insure proper processing and progress of the work. Require each subcontractor to examine work of other trades and all sections of specifications to assure satisfactory installation of, and connection between, his work and work of other trades.
1. **Provide other parties**, to the extent their work is affected by this work, all information necessary for the proper execution of their work. Arrange and conduct work so that other parties may complete their work at the site according to schedule. All work under this contract shall be carefully coordinated with work under other such Contracts.
  2. **The Contractor** shall maintain a complete set of Contract Documents on the site during the execution of this Contract. All Drawings and Specifications shall be posted with the latest information and Changes.
  3. **Benchmarks:** Work from lines and levels established by measured shop drawings, establish and maintain bench marks and other dependable markers. Establish bench marks and markers to set lines and levels for work at each story of construction and elsewhere as needed to accurately and properly locate each element of the project.
- B. **Demolition Work**, and other work which will produce noise, smoke, or odors, must be performed outside of standard working hours and coordinated with Government personnel. Refer to Division 14 Section MODERNIZATION OF TRACTION ELEVATORS for additional coordination requirements.
- C. **General Installation Provisions:**
1. **Pre-Installation Meetings:** Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in or affected by that unit of work, and with its coordination or integration with other work that has preceded or will follow, shall attend this meeting. Advise Architect of scheduled meeting dates.
  2. **Installer's Inspection of Conditions:** Require the Installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
  3. **Manufacturer's Instructions:** Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.
  4. **Mounting Heights:** Where mounting heights are not indicated, mount individual units of work at industry recognized standard mounting heights for the particular application indicated. Refer questionable mounting height choices to the Architect for final decision.
    - a. **Mount units of work** required to be accessible to handicapped people at heights prescribed by the Uniform Federal Accessibility Standards as referenced by the Americans with Disabilities Act (ADA).
- D. **Cleaning and Protection:** During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply



protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of completion.

1. **Clean and perform maintenance** on installed work as frequently as necessary through remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
  2. **Limiting Exposures of Work:** To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period.
    - a. **Protect against possible damage** all sills, jambs and soffits of permanent openings used as passageways or through which materials are handled. Protect exposed corners, spandrels, projecting features and similar permanent work subject to damage. Cover and protect all prefinished work from damage by mortar, plaster, gypsum drywall compounds, paint, and other construction materials and operations. Use wheelbarrows equipped with rubber tires over permanently exposed floors and paving.
  3. **Load all trucks** leaving the site with loose debris in a manner that will prevent dropping of materials on streets. Fasten suitable tarpaulins over the load before they enter surrounding paved streets.
- E. **Cutting and Patching:** Where the Contractor must cut, patch, alter, add to, repair or refinish existing construction and finishes which are not to be removed, he shall leave such construction and finishes complete and in satisfactory condition. Cutting, patching, and the like shall be neatly and carefully performed, and new materials and methods shall match existing corresponding work unless otherwise indicated. Exposed patches and repairs shall be as inconspicuous as possible.
1. **Construction, finishes,** equipment and other items which are damaged or defaced by reason of work performed under this contract shall be restored to the satisfaction of the Architect.
- F. **Conservation and Salvage:** It is a requirement for supervision and administration of the work that construction operations be carried out with the maximum possible consideration given to the conservation of energy, water and materials. In addition, maximum consideration shall be given to salvaging materials and equipment involved in performance of the work but not incorporated therein. Refer to other sections for required disposition of salvage materials which are the Government's property.
1. **Archaeological Rights:** There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Architect immediately; subsequent excavation work shall proceed as directed by the Architect. All items found which are considered to have archaeological significance are the property of the Government.

#### 1.4 DEFINITIONS AND STANDARDS:

- A. **General:** Comply with governing regulations and the codes and standards imposed upon the work. These requirements include the obtaining of permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.
- B. **Definitions:** A substantial amount of specification language consists of definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon). Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the work to the extent that they are not stated more explicitly in another element of the contract documents.
1. **Concealed:** The term "concealed" is defined as an item or space not normally seen, occupied or used by building occupants or staff, such as shafts, hoistways, tunnels, ceiling plenums, attics, and crawls spaces.
  2. **Exposed:** The term "exposed" is defined as an item or surface, exterior or interior, which can be seen by a person outside the building or a person inside a usable space within the building during normal activity.
    - a. Mechanical and electrical rooms, air handling rooms, storage rooms and penthouses shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them.
    - b. The interiors of closets and alcoves shall be considered exposed surfaces, and shall be finished to match the finish of the adjoining room or space, unless another finish is otherwise indicated.
    - c. The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or required by other sections.
  3. **Finished Space:** The term "finished space" is defined as space normally used by the public, building occupants or staff for primary functions of the building, but does not include mechanical, electrical and elevator equipment rooms, hoistways, tunnels or mechanical penthouses, unless otherwise indicated.
  4. **Furnish:** Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
  5. **Indicated:** The term "indicated" is a cross-reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.
  6. **Install:** Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

7. **Installer:** The term "installer" is defined as the entity (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.
  8. **Provide:** Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
  9. **Specialist:** The term "specialist" is defined as an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.
  10. **Testing Laboratory:** The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.
- C. **Format and Specification Content Explanations:** Bolding and underscoring: Are used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where bolding and underscoring are used. Imperative language is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.
1. **Abbreviations:** The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with titles of general standards which are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.
  2. **Minimum Quality/Quantity:** In every instance, the quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may surpass the quality of that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimum or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to the Architect for decision before proceeding.
- D. **Overlapping and Conflicting Requirements:** Where there appears to be overlapping or conflicting requirements in the drawings and specifications, the order of precedence established as follows:
1. **Order of Precedence:** Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. The Schedule (excluding the specifications).
    - b. Representations and other instructions.
    - c. Contract clauses.
    - d. The Specifications.
    - e. The Drawings. Large scale drawings take precedence over small scale drawings.  
Do not scale drawings.
  2. **Industry Standards:** Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into contract documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.
  3. **Contractor's Options:** Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, Options are intended to be the Contractor's regardless of whether or not it is specifically indicated as such.
- E. **Drawing Symbols:** Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., Ninth edition.
1. **Mechanical/Electrical Drawings:** Graphic symbols used on mechanical and electrical drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, these symbols are supplemented by more specific symbols as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect for clarification before proceeding.
- F. **Industry Standards:** Except to the extent that more explicit or more stringent requirements are written directly into contract documents, applicable standards of the construction industry have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies were bound herein, subject to the order of precedence previously stated.
1. **Publication Dates:** Except as otherwise indicated, where compliance with an industry standard is required, conform to the standard in effect on the date of the Invitation for Bids, or, if referred to in any amendments, at the date of such amendments.
  2. **Abbreviations and Names:** The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of the date of contract documents:
- |      |  |                |
|------|--|----------------|
| AA   | Aluminum Association<br>www.aluminum.org                     | (202) 862-5100 |
| ACIL | American Council of Independent Laboratories<br>www.acil.org | (202) 887-5872 |

AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
ASME	American Society of Mechanical Engineers www.asme.org	(800) 843-2763
ASTM	American Society for Testing and Materials www.astm.org	(610) 832-9585
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NEII	National Elevator Industry, Inc. 400 Frank W. Burr Blvd. Teaneck, NJ 07666	(201) 928-2828
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NFPA	National Fire Protection Association www.nfpa.org	(800) 344-3555 (617) 770-3000
SSPC	The Society for Protective Coatings www.sspc.org	(877) 281-7772
UL	Underwriters Laboratories, Inc. www.ul.com	(800) 704-4050 (847) 272-8800

**G. Federal Requirements and Standards:**

ADA	American Disabilities Act (ADA): Except as otherwise indicated, comply with "American Disabilities Act" (ADA) (Fed. Reg./Vol. 56, No. 144/Part 36).	
CFR	Code of Federal Regulations Available from Government Printing Office	(888) 293-6498

[www.access.gpo.gov/nara/cfr](http://www.access.gpo.gov/nara/cfr)

(202) 512-1530

OSHA

Occupational Safety and Health Administration  
[www.osha.gov](http://www.osha.gov)

(800) 321-OSHA  
(6742)

### 1.5 SCHEDULES, REPORTS, AND PAYMENTS:

- A. **Coordination:** Coordinate both the listing and timing of reports and other activities required by provisions of this and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to all parties involved in the work including the Architect.
- B. **Material Schedule:** Submit for approval three (3) copies of the product-listing schedule prior to commencement of the Work, including the names of manufacturers and the trade names or numbers of all materials proposed for use on the project. Provide a written explanation for omissions of data, and for known variations from contract requirements. Do not use any material until approved by the Architect. Upon request, furnish samples of materials, without cost to the Government, for examination and testing.
- C. **Schedule of Values:** Within twenty (20) calendar days of the date of contract award, a Schedule of Values shall be submitted. This schedule is defined as a work item by work item breakdown of cost of each definitive work activity including Contractor's markup. The Schedule of Values shall be maintained current throughout the life of the contract and shall be updated monthly to reflect the percentage of work completed under each work item.
1. **The Grand Total** of all of the line items in the Schedule of Values shall equal the Contract Amount .
- D. **Progress Schedule:** Within thirty (30) calendar days of the date of contract award, the Contractor shall prepare and submit for approval his proposed Progress Schedule for performing the work. At a minimum, the schedule should include the level of detail that is included in the Schedule of Values. The Progress Schedule shall also include the date(s) that each elevator will be taken out of service, the time period each elevator will be under construction, date of inspection and when the elevator will be returned to service. The schedule should indicate that all work of the contract, including training, submission of record documents and the like, will be completed within the period of performance specified in the Contract SUPPLEMENTARY CONDITIONS. The Progress Schedule will be used in conjunction with the Schedule of Values in determining the value of completed work.
1. **If the progress** of the work of the contract falls behind schedule, the Contractor shall revise his Progress Schedule so that the work will be completed within the period of performance. Also, if the contractor's plan for performing the work changes, for whatever reason, he shall revise his Progress Schedule and submit it for approval.
- E. **Permits, Licenses, and Certificates:** For the Government's records, submit copies of utility permits, licenses, certifications, utility inspection reports, releases, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

## 1.6 SUBMITTALS:

- A. **General:** Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents. The Contractor is responsible for all dimensions, for the design of adequate or proper components, connections and other items, for the inclusion in the work of all elements and incidental details, and for the satisfactory fabrication, construction, operation and coordination of the work.
1. **Approval** of any submission shall not be construed as a complete or precise check of the item submitted but will only indicate that the general methods of design, detailing, construction or other elements under consideration appear to be satisfactory, without specific determinations or particulars.
  2. **Changes to the Contract** will not be made by notations on submittals. In the event submittals returned by the Architect with notations, which in the opinion of the Contractor, constitute additional work for which he is entitled to an adjustment in the contract sum or the contract time, the Contractor shall comply with the procedure set forth in Article, "Changes," of the GENERAL CONDITIONS.
  3. **Do not permit** submittal copies without an appropriate final "Action" marking by the Architect to be used in connection with the work.
- B. **Submittal Procedures:** Make all submittals to the Architect or to an individual designated by the Architect.
1. **Only the Architect** or an individual designated by the Architect can approve or disapprove submittals. Deviations and variations from the contract requirements contained in the submittal can be approved only by the Architect or by an individual delegated such authority by the Architect.
  2. **Costs** associated with transmittal of submittals shall be borne by the Contractor.
  3. **Review Time:** Except as specified elsewhere, allow for a review period of thirty (30) calendar days after receipt of the submittals by the Architect. Advise the Architect on each submittal, as to whether processing time is critical to the progress of the work, and if work would be expedited if processing time could be shortened. No extension of time will be authorized because of the Contractor's failure to transmit submittals or re-submittals to the Architect sufficiently in advance of the work. For submittals of items requiring coordination between different trades or subcontractors, review time period starts from the time that all required submittals have been received by the Architect.
  4. **Preparation of Submittals:** Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, supplier, manufacturer, submittal name and similar information to distinguish it from other submittals. Label as to number and title of specification section, drawing number and detail references, as appropriate. Show Contractor's executed review and approval marking and provide space of not less than 20 sq. in. for the Architect's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through the Contractor's office will be returned without action.

- C. **Specific Submittal Requirements:** Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements specified herein for each type of transmittal.
1. **Product Data:** Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several similar products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable. The Architect needs four (4) copies of product data for our files/use. The Contractor shall submit as many additional copies as he would like returned, up to a total of six (6), which are in addition to the Architect's four (4).
  2. **Shop Drawings:** Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the Contract Documents on the shop drawings.
    - a. **Preparation:** Submit newly prepared information, drawn to accurate scale on sheets not less than 8-1/2" x 11"; except for actual pattern or template type drawings, the maximum sheet size shall not exceed 36" x 48". Indicate the name of the firm that prepared each shop drawing and provide date and appropriate project identification in the title block. One (1) correctable 1-1/2 mil translucent polyester reproducible print and two (2) blue-line or black-line prints shall be submitted; reproducible will be returned.
      - 1) Do not reproduce contract documents or copy standard printed information as the basis of shop drawings.
      - 2) Use standard architectural scales for all drawings and include a graphic scale on each sheet.
    - b. **Equipment and Systems:** Shop Drawings for equipment and systems shall show ratings (where applicable), and how components are assembled, how they function together, and how they will be installed. Shop drawings, product data, certificate of conformance or compliance, certified test or inspection reports, and other submittals for equipment, systems, and their component parts shall be coordinated and submitted as a unit. Multiple or piecemeal submissions are not acceptable except where prior approval is obtained from the Architect, in which case a list of data to be submitted later shall be included with the first submission.
  3. **Samples:** Documentation required specifically for sample submittals includes a generic description of the sample, the sample source or the product name or manufacturer, and compliance with governing regulations and recognized standards. In addition, indicate limitations in availability, sizes, delivery time, and similar characteristics.
    - a. **Preparation:** Where possible provide samples that are physically identical with the proposed material or product to be incorporated in the work; provide full scale, fully fabricated samples cured and finished in the manner specified. Where variations in color, pattern, or texture are inherent in the material or product represented by the sample, submit not less than 3 units of the sample, which show the full range of variations. Where samples are specified for the Architect's selection of color,



texture or pattern, submit a full set of available choices for the material or product. Mount, display, or package samples in the manner specified to facilitate the review of indicated qualities. Prepare samples to match the Architect's sample where so indicated.

- b. **Submittal:** Submit 3 sets of samples in the final submittal, one set will be returned. If the submittal is for the Architect's selection of color, pattern, texture or similar characteristics from a manufacturer's standard range of choices, only a single set of samples is required for a preliminary submittal. The final submittal may then be limited only to those choices selected by the Architect for final incorporation into the Work.
- c. **Mock-Ups** and similar samples specified in individual work sections are special types of samples. Comply with sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

4. **Miscellaneous Submittals:**

- a. **Inspection and Test Reports:** Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.
- b. **Warranties:** Refer to Article "Products" for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish two (2) executed copies of such warranties, bonds or agreements. Provide two (2) additional copies where required for maintenance manuals.

5. **Closeout Submittals:** Refer to Article "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.

D. **Architect's Action:** The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The action will be as outlined below. Where the submittal must be held for coordination, the Architect will so advise the Contractor without delay.

- 1. **If no changes** to the submittal are required, the number of copies outlined above will be returned to the Contractor, bearing the stamp of the Architect, stating - "APPROVED".
- 2. **If changes** to the submittal are required, but are of such minor nature that fabrication and/or construction can proceed in accordance with the correction noted by the Architect without resubmission the number of copies outlined above will be returned to the Contractor bearing the Stamp of the Architect stating "APPROVED AS NOTED". The Contractor shall proceed with fabrication and/or construction in accordance with the Architect's corrections, and resubmit corrected copy for the Architect's records.
- 3. **If changes** to the submittal are required, but are of such nature that fabrication or construction cannot proceed, the number of copies outlined above will be returned to the Contractor, bearing the stamp of the Architect stating - "REVISE AND RESUBMIT." In such a case, the Contractor shall resubmit the drawings, properly corrected. Upon resubmission of shop drawings, if any corrections or changes are made other than those marked by the Architect, the Contractor shall clearly indicate any such corrections or changes made on his own initiative.
- 4. **If the product does not meet** the specification requirements, the number of copies outlined above will be returned to the Contractor, bearing the stamp of the Architect

stating - "REJECTED." In such a case, the Contractor shall submit a new product which complies with the technical specifications.

5. **Other Action:** Where the submittal is returned, marked with the Architect's explanation, for special processing or other Contractor activity, or is primarily for information or record purposes, the submittal will be marked as "NO ACTION."

#### 1.7 TEMPORARY FACILITIES AND CONTROLS:

- A. **Description of Requirements:** This article specifies administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.

1. **Use Charges:** No cost or usage charges for temporary services or facilities are chargeable to the Government. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a change-order extra. All materials and equipment provided by the Contractor for temporary facilities shall remain the property of the Contractor.
2. **Materials and Execution:** Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the Architect. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards. Do not use materials of temporary service in permanent installation.

- B. **Quality Assurance:** Comply with the requirements of the District of Columbia Building Code and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities.

1. **Standards:** Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJC-6 "Temporary Job Utilities and Services".
  - a. **Refer** to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", as prepared jointly by Associated General Contractors of America (AGC) and American Specialty Contractors, Inc. (ASC) for industry recommendations.
  - b. **Trade Jurisdictions:** The assigned responsibilities for the installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions applicable to the work.
2. **Inspections:** Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.

- C. **Job Conditions:** Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the Work. Maintain, expand as required and modify temporary services and facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.
1. **Maintain temporary construction** and support facilities in such a manner as to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary support facilities in a sanitary manner so as to avoid health problems and other deleterious effects.
- D. **Temporary Utilities:** The Architect will designate a connection point for installation of temporary service to the project to existing service. Arrange with the Architect for an acceptable time when service can be interrupted, where necessary to make connections for temporary services.
1. **Temporary Electric Power Service:** Electrical energy (110v and 220v) will be supplied by the Government, but the Contractor shall install and maintain all necessary conduit, wiring, and devices needed to execute the work. Install all wiring in flexible conduit or armored cable with minimum No. 12 gage wire. Portable cords for small power tools shall be properly grounded and installed as approved by the Architect. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for plug-in connection of power tools and equipment. The Government will not be held responsible for power outages beyond its control.
    - a. **Comply with applicable NEMA, NECA and UL standards** and governing regulations for materials and layout of temporary electric service, including those requirements included in the Project Manual.
  2. **Temporary Lighting:** Provide general service incandescent lamps of wattage indicated or required for adequate illumination. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide exterior fixtures where fixtures are exposed to weather or moisture. Keep sockets equipped with active lamps. Where feasible, utilize fluorescent type fixtures.
  3. **Temporary Heating, Cooling and Ventilating:** Provide temporary heating, cooling, and ventilating where indicated or needed for performance of the Work, curing or drying of recently installed work or for protection of work in place from adverse effects of low temperatures or high humidity. Select facilities known to be safe and without deleterious effect upon the work in place or being installed. Coordinate with ventilation requirements to produce the indicated ambient condition required, to minimize the consumption of fuel or energy, and to comply with code requirements. Do not store fuel in the building.
  4. **Temporary Telephones:** Provide cellular service to the contractor's site superintendent. Location of telephones and telephone wires is subject to Architect's approval.
  5. **Temporary Sanitary Facilities:** Use of the designated existing Government toilet facilities will be permitted, provided these facilities are properly cleaned and maintained in a condition acceptable to the Government. Immediately prior to Final Acceptance, restore these facilities to the condition prevalent at the time of initial use. Do not clean tools or equipment in building toilet rooms.

6. **Temporary Fire Protection:** Install and maintain temporary fire protection facilities of the types needed to adequately protect against reasonably predictable and controllable fire losses. Comply with applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers." Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher on each floor at or near each usable stairwell. Store combustible materials in clearly-labeled containers in recognized fire-safe locations.
  - a. **Maintain an adequate safeguard** on the site for a period of thirty (30) minutes following the cessation of welding or burning operations, including but not limited to after completion of work at end of shift, lunch breaks and temporary work.

**E. Temporary Construction and Support Facilities:**

1. **Construction Aids:** Design, construct, and maintain construction aids and miscellaneous general services and facilities as needed to accommodate performance of the work. Construction aids and miscellaneous general services and facilities include, but are not limited to the following:
  - a. **Provide temporary stairs** where ladders are not adequate for performance of work, and until permanent stairs are available. Cover finished permanent stairs which will be exposed to occupants' use, with a durable protective covering of plywood or similar material so that finishes will be undamaged at the time of acceptance.
  - b. **Provide scaffolds** as required for proper execution of the Work. Remove or relocate scaffolds promptly to avoid interference with other trades.
  - c. **Provide adequate guardrails and barriers** at perimeters of each level of construction as work progresses in accordance with District of Columbia requirements and in conformance with requirements of the Special Conditions.
  - d. **Provide adequate facilities** for hoisting materials and employees. Do not permit employees to ride hoists which comply only with requirements for hoisting materials. The Contractor is responsible for selection of type, size and number of facilities. Truck cranes and similar devices used for hoisting are considered as being "tools and equipment" and not temporary facilities.
    - 1) **Temporary Elevator Use:** The Senate Superintendent will designate an elevator which may be used by the Contractor. The Contractor will not have exclusive use of the elevator; the Government and general public will share use.
  - e. **Hoists and Chutes:** Do not permit free dropping of materials, rubbish or debris, but remove by use of material hoist and/or rubbish chute. Locations of all hoists and chutes are subject to approval by the Architect.
    1. Protect building from use of hoists and chutes to prevent damage, marring or staining of permanent work. Brace and guy securely and provide safety devices as required by code.
2. **Project Signage:** No signs, other than safety signs, may be erected on the site unless specifically indicated otherwise.

- F. **Security and Protection Facilities:** Provide and maintain all necessary barricades, lights, and other safeguards for the protection of Members of Congress, Government employees, Contractor's employees and the general public from injury. Protect materials and work on the site, whether incorporated in the work or not, against damage or loss from any cause.
1. **Provide a reasonably neat** and uniform appearance in security and protection facilities acceptable to the Architect.
  2. **Barricades and Fences:** Comply with recognized standards and code requirements for the erection of substantial, structurally adequate barricades where needed to prevent accidents and losses. All barricades shall be fire-retardant treated and painted with appropriate colors, graphics and warning signs to inform personnel at the site and the public, of the hazard being protected against.
  3. **Security Enclosure and Lockup:** Install substantial, durable, and fire-retardant general temporary enclosure of partially completed areas of construction. Provide locking entrances adequate to prevent unauthorized entrance, vandalism, theft and similar deleterious effects and violations of project security. Provide 2 sets of access keys to the United States Capitol Police.
- G. **Temporary Controls:**
1. **Traffic Control:** Plan vehicular access methods, locations and timing of deliveries in a manner to minimize interference with street and pedestrian traffic and to conform to District of Columbia regulations. Do not block or obstruct public streets, driveways and walkways adjacent to the site at any time during performance of the work without proper authorization. Do not permit trucks of any kind to use existing sidewalks without prior authorization of the Architect.
  2. **Collection and Disposal of Wastes:** Establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Enforce requirements strictly. Do not hold collected materials at the site longer than 7 days during normal weather or 3 days when the daily temperature is expected to rise above 80 deg. F. Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately. Dispose of waste material in a lawful manner.
    - a. Burying or burning of waste materials on the site will not be permitted.
    - b. Washing waste materials down sewers or into waterways will not be permitted.
    - c. Provide rodent proof containers located on each floor level of construction work, to encourage depositing of garbage and similar wastes by construction personnel.
  3. **Janitorial Services:** Provide daily janitorial services for temporary offices, first aid stations, toilets, wash facilities, lunchrooms and similar areas. Require users of other temporary facilities to help maintain a clean and orderly premises.
  4. **Dust Control:** During periods of construction activity creating dust conditions sprinkle periodically the site areas disturbed by Contractor's operation or treat with dust suppressors to control dust. Dry power brooming will not be permitted. Use vacuuming, wet mopping, wet sweeping or wet power brooming. Air blowing will be permitted only for cleaning non-particulate debris. Use only wet cutting procedures for unit masonry and concrete.

5. **Noise Control:** Avoid the use of tools and equipment that produce harmful noise. Restrict the use of noise making tools and equipment to hours of use that will minimize noise complaints from persons or firms near the project site. Coordinate such work with the Architect and the Senate Superintendent's Office.
  6. **Environmental Protection:** Provide general protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel on the site in ways and methods that comply with environmental regulations, and that minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result from the performance of work at the site.
- H. **Installation, Operation, Termination and Removal:** Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
1. **Supervision:** Limit availability of temporary services and facilities to essential and intended uses to minimize waste and abuse. Do not permit temporary installations to be abused or endangered. Do not allow hazardous, dangerous or unsanitary conditions to develop or persist on the project site.
  2. **Maintenance:** Operate and maintain temporary services and facilities in good operating condition throughout the time of use and until removal is authorized. Protect from damage by freezing temperatures and similar elements.
  3. **Termination and Removal:** Unless the Architect requests that it be maintained for a longer period of time, remove each temporary service and facility promptly when the need for it or a substantial portion of it has ended, or when it has been replaced by the authorized use of a permanent facility, or no later than substantial completion. Repair damaged work, clean exposed surfaces and replace work which cannot be satisfactorily repaired. Contract Time includes the time required for final cleanup of premises.
    - a. **Immediately prior to final acceptance,** clean and renovate permanent services and facilities that have been used to provide temporary services and facilities during the construction period.

## 1.8 PRODUCTS:

- A. **General:** Refer to Article, "Materials and Workmanship," of the GENERAL CONDITIONS. After execution of the Contract, the Contractor's requests for changes in the products, materials, equipment and methods of construction required by the Contract Documents are considered requests for "contract modifications," and are subject to the requirements specified in Architect of the Capitol, "Official Procedure for Making Changes in Contracts." Revisions to the contract documents, where requested by the Architect are considered as "Changes" not substitutions.
- B. **Quality Assurance:** Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor. Provide a single product for each required product selection, regardless of whether that product selection is provided by more than one sub-contractor. Do not alter product brands or series for a given product selection during the life of the contract without written approval of the Architect.

1. **Source Limitations:** To the fullest extent possible and subject to the restrictions of the "Buy American Act," provide products of the same generic kind, from a single source, for each unit of work.
- C. **Product Delivery, Storage, and Handling:** Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Control delivery schedules to minimize long-term storage at the site and to prevent overcrowding of construction spaces, and to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration or loss.
  1. **Deliver products** to the site in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  2. **Store products** at the site in a manner that will facilitate inspection and measurement of quantity or counting of units, and in conformance with manufacturer's instructions.
  3. **Store heavy materials** away from the project structure in a manner that will not endanger the supporting construction.
- D. **General Product Compliance:** Requirements for individual products are indicated in the Contract Documents; compliance with these requirements is in itself a contract requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods.
  1. **Procedures for Selecting Products:** The Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects.
    - a. **Performance Specification Requirements:** Where the specifications require compliance with indicated performance requirements, provide products that comply with the specific performance requirements indicated, and that are recommended by the manufacturer for the application indicated. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's individual certification of performance. General overall performance of a product is implied where the product is specified for specific performances.
    - b. **Compliance with Standards, Codes and Regulations:** Where the specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies with specification requirements, including the standards, codes and regulations.
    - c. **Visual Matching:** Where matching an established sample is required, the final judgement of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the Architect. Where there is no product that matches the sample satisfactorily and also complies with other specified requirements, comply with the provisions of the Contract Documents concerning "changes" for the selection of a matching product in another product category, or for non-compliance with specified requirements.
    - d. **Visual Selection:** Except as otherwise indicated, where specified product requirements include the phrase "...as selected from the manufacturer's standard colors, patterns, textures..." or similar phrases, the Contractor has the option of selecting the product and manufacturer, provided the selection complies with other

specified requirements. The Architect is subsequently responsible for selecting the final color, pattern and texture from the product line selected by the Contractor.

- E. **General Product Requirements:** Provide products that comply with the requirements of the contract documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
1. **Provide products** that are essentially the standard catalogued products of manufacturers regularly engaged in production of such products and that are the manufacturer's latest standard design that complies with the specification requirements. Equipment shall essentially duplicate items that have been in satisfactory commercial and industrial use at least two years, or more if otherwise specified, prior to bid opening; or in lieu thereof shall have been used and operated in a test installation which, in the opinion of the Architect, duplicate its field performance for the same period of time. The Architect reserves the right to require the Contractor to submit evidence to this effect for his approval. When two units of the same class of equipment are required, these units shall be the product of a single manufacturer; however, the component parts of the system need not be the products of the same manufacturer.
  2. **Provide standard**, domestically produced products for which the manufacturer has published assurances that the products and its parts are likely to be available to the Government at a later date.
  3. **Nameplates:** Except as otherwise indicated for required labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the completed project.
- F. **Installation of Products:** Except as otherwise indicated in individual sections of these specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

#### 1.9 PROJECT CLOSEOUT:

- A. **Definitions:** "Project Closeout" is the term used to describe certain collective project requirements, indicating completion of the work that are to be fulfilled near the end of the Contract Time in preparation for final acceptance and occupancy of the Work by the Government, as well as final payment to the Contractor and the normal termination of the Contract.



1. **Time of closeout** is directly related to "Final Acceptance." Therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to the other provisions of this Division.
- B. **Final Cleaning:** Special cleaning requirements for specific units of Work are included in the appropriate sections of Division 2 through 16. General Cleaning during the regular progress of the Work is required by the GENERAL CONDITIONS and is included under Article "Temporary Facilities and Controls."
  1. **Cleaning:** Provide final cleaning of the Work at the time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to the condition expected from a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions for operations.
    - a. **Complete the following** cleaning operations before requesting the Architect's inspection for Final Acceptance.
    - b. **Remove labels** which are not required as permanent labels.
    - c. **Clean transparent materials**, including mirrors and glass in doors and windows, to a polished condition. Remove putty and other substances which are noticeable as vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
    - d. **Clean exposed** exterior and interior hard-surfaced finishes to a dust-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
    - e. **Wipe surfaces** of mechanical and electrical equipment clean. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and provide new lamps.
    - f. **Clean the project site**, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas to a broom clean condition; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
  2. **Pest Control:** Engage an experienced exterminator to make a final inspection of the project, and to rid the project of rodents, insects and other pests.
  3. **Compliance:** Comply with safety standards and governing regulations for cleaning operations. Remove waste materials from the site and dispose of in a lawful manner.
    - a. **Where extra materials** of value remaining after completion of associated work have become the Government's property, salvage or dispose of these materials to the Government's best advantage as directed.
- C. **Record Document Submittals:** Specific requirements for record documents are indicated in the individual sections of these specifications. Other requirements are indicated in the GENERAL CONDITIONS. General submittal requirements are indicated in the various "Submittals" articles of individual sections of the Project Manual.

1. **Do not use** record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
  2. **Record Documents:** Maintain a record set of blue or black line white-prints of contract drawings and shop drawings in a clean, undamaged condition. Mark-up the set of record documents to show the actual installation where the installed work varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing the actual "field" condition ("as-built" condition) fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at the corresponding location on the working drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date.
    - a. **Mark record sets** with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
    - b. **Note related** change-order numbers where applicable.
    - c. **Organize record drawing sheets** into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
    - d. **Materials and Tools:** Refer to individual sections of the Project Manual for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
    - e. **Record the** date of each revision recorded in the Title Block or in a uniform location for each sheet.
- D. **Maintenance Manuals:** Organize operating and maintenance data into suitable sets of manageable size. Bind data into individual binders properly identified and indexed. Bind each set of data in a heavy-duty 2-inch, 3-ring vinyl-covered binder, with pocket folders for folded sheet information. Mark the appropriate identification on both front and spine of each binder.
- E. **Warranties and Bonds:** At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
    - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
    - b. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, project number, and the name of the Contractor.
  2. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

- F. **General Operating and Maintenance Instructions:** Arrange for each installer of operating equipment and other work that requires regular or continuing maintenance, to meet at the site with the Government's personnel to provide necessary basic instruction in the proper operation and maintenance of the entire Work. Where installers are not experienced in the required procedures, include instruction by the manufacturer's representatives.
- G. **Closeout Submittals:** Prior to requesting Final Inspection, submit the following:
1. Project Record Documents, properly annotated and in the format required.
  2. Copies of Warranties and Bonds.
  3. Operation and Maintenance data.
  4. All required operating or special tools required in individual sections.
  5. All required keys and keying schedules.
- H. **Prerequisites to Final Acceptance:** Complete the following before requesting the Architect's final inspection for certification of final acceptance, and final payment as required by the GENERAL CONDITIONS. List known exceptions, if any, in the request.
1. **Submit the final payment** request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. **Submit an updated final statement**, accounting for final additional changes to the Contract Sum.
  3. **Submit a certified copy** of the Architect's final punch-list of itemized work identified to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect.
  4. **Submit final meter readings for utilities**, a measured record of stored fuel, and similar data either as of the date of substantial completion, or else when the Government took possession of and responsibility for corresponding elements of the Work.
  5. **Submit** consent of surety.
- I. **Reinspection Procedures:** The Architect will reinspect the Work upon receipt of the Contractor's notice that the work, including punchlist items resulting from earlier inspections, has been completed, except for these items whose completion has been delayed because of circumstances that are acceptable to the Architect.
- J. **Removal of Protection:** Except as otherwise indicated or requested by the Architect, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

END OF SECTION 01000

**SECTION 01546 - SAFETY AND HEALTH****PART 1 - GENERAL****1.1 DESCRIPTION OF WORK:**

- A. **General:** This section, general in nature, is applicable to all work performed under this contract and identifies some of the precautions necessary to protect the safety and health of employees, visitors, occupants and contract employees, and to prevent the loss of or damage to property and the environment.
1. Note the Construction Contractor submittal requirements outlined in Part 1 paragraph "Submittals" of this Section.

**1.2 REFERENCES:**

- A. **General:** The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only. Exclusion of any specific regulations/standards required by Federal and/or local codes does not relieve the Contractor of their legal and contractual obligations to adhere to such requirements.
- B. **National Standards / Code of Federal Regulations (CFRs):**
1. 29 CFR 1910 - OSHA Occupational Safety and Health Standards.
  2. 29 CFR 1926 - OSHA Safety and Health Regulations for Construction.
  3. EPA, Subchapter R - Toxic Substances Control Act (TSCA).
  4. 40 CFR Part 61 - EPA National Emission Standard for Hazardous Air Pollutants: Radio Nuclides (NESHAPs).
  5. 40 CFR 261 - EPA Identification and Listing of Hazardous Waste
  6. 40 CFR Part 761 - Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions.
  7. 42 USC s/s 6901 - EPA Resource Conservation and Recovery Act (RCRA).
  8. Americans with Disabilities Act (ADA), current with updates.
- C. **Related Building and System Codes:**
1. International Building Code (IBC), 2003.
  2. International Existing Building Code (IEBC), 2003.
  3. National Fire Code - NFPA 101, 2003.
  4. International Electrical Code, 2003; and related NEMA, NECA, and UL Standards.
  5. International Mechanical Code, 2003.
  6. International Plumbing Code, 2003.
- D. **Federal Standard 313A - Material Safety Data Sheets, Preparation and Submission.**
- E. **Related** District of Columbia, state, and local regulations shall apply.

### 1.3 DEFINITION OF HAZARDOUS MATERIALS:

- A. **General:** Refer to hazardous and toxic materials/substances, Subparts H and Z of 29 CFR 1910 and related parts of 29 CFR 1926; 40 CFR 261; and to others as defined in Federal Standard 313.
- B. **Those hazardous materials** most commonly encountered can include pesticides, cleaning agents, paints, adhesives, strippers, solvents, asbestos, polychlorinated biphenyls (PCB's), mercury vapor lamps, but may include others. Any unlabeled substance should be handled as hazardous material until properly identified.
- C. **All thermal systems insulation** (i.e., boiler insulation, duct insulation, pipe insulation), surfacing materials (i.e., plaster and sprayed-on fireproofing) and miscellaneous materials (i.e., asphalt flooring, ceiling tiles, adhesives and mastics, drywall, roofing, gaskets and cement board), must be considered asbestos containing unless proven otherwise in accordance with 29 CFR 1926.1101.
- D. **Pre-1978 Surfaces:** All finished/painted surfaces of buildings constructed prior to 1978 shall be considered finished with lead based paint unless proven otherwise.
- E. **Products likely to contain PCB's** include electrical transformers, capacitors, voltage regulators, and oil switches. Transformer vaults with PCB contaminated floors are identified by signage at the entry door (refer to Part 3 of this Section, article "Cautionary Procedures at Existing Vaults").
- F. **Products likely to include mercury** include fluorescent light ballasts, switches, and gauges.

### 1.4 QUALITY ASSURANCE:

- A. **Pre-Construction Safety Meeting:** Representatives of the Contractor must meet with the Contracting Officer and his/her representative(s) prior to the start of work under this contract. The purpose of the pre-construction meeting is to review the Contractor's Safety and Health Program and Policies, and to discuss the implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in controlling any unsafe or unhealthy conditions associated with the work to be performed under the contract. If directed by the Contracting Officer, this meeting may be held in conjunction with other pre-construction meetings such as the General Pre-Construction meeting. The level of detail of the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s), the general superintendent and his/her safety representative(s) shall be in attendance.
- B. **Compliance With Regulations:** All work, including contact with and handling of hazardous materials, the disturbance or dismantling of structures containing hazardous materials, and/or the transport and disposal of hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926, and 40 CFR 761 and 42 USC s/s 6901.
  - 1. **Asbestos Containing Materials:** Work involving the disturbance, dismantling or demolition of asbestos containing materials or structures containing asbestos; and/or the removal and disposal of asbestos, shall also comply with the requirements of 40 CFR Part 61, Subparts A and M, and 29 CFR 1915.1001 (where applicable), as well as

- AOC Division 02/13 Specification for "Asbestos Abatement Procedures."
2. **Lead Based Paint:** Work involving the disturbance, dismantling or demolition of lead based paint shall comply with 29 CFR 1926.62, as well as AOC Division 02/13 Specifications for standard and exterior "Lead Abatement Procedures." It shall be the responsibility of the Contractor to adequately test and characterize the waste by the toxicity characteristics leaching procedures (TCLP) - Lead. All lead based waste shall be managed and disposed of in accordance with Federal, state, and local regulations.
  3. **PCBs:** Work involving the removal and disposal of PCBs shall comply with 40 CFR 761 and AOC Division 02/13 Section "Handling of Lighting Ballasts and Lamps Containing PCBs and Mercury."
  4. **Site Lighting:** Lighting intensity levels for construction areas shall meet the minimum requirements established by 29 CFR 1926.56: Illumination, including *Table D-3 - Minimum Illumination Intensities in Foot-Candles*.
- C. **Compliance/Conflicts:** All work shall comply with applicable Federal, state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall take precedence.
- D. **Contractor Responsibility:** All Contractors shall assume full responsibility and liability for compliance with applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his/her part, or that of his/her employees or subcontractors, which results in illness, injury or death. The Contractor shall designate a single point-of-contact who is authorized to act on behalf of the contracting firm, authorized to take immediate correct actions, and assigned the task of daily inspections and reporting outlined herein. Construction Contractors shall comply with the following additional requirements in accordance with 29 CFR 1926.16 (Prime/Subs):
1. Compliance with the accepted Accident Prevention Plan written by the prime Contractor for the specific work, submitted to the government, and reviewed by the COTR. The Contractor's plan will be job specific and will include work to be performed by the subcontractors, and measures to be taken by the Contractor to control hazards associated with materials, services, or equipment provided by suppliers.
  2. Regularly scheduled safety meetings shall be held at least once a week for all supervisors on the project to review past activities, to plan ahead for new or changed operations, and to establish safe working procedures for the anticipated hazards. An outline of each meeting shall be submitted through the COTR to the Contracting Officer.
  3. At least one "toolbox" safety meeting shall be conducted weekly by field supervisors or foreman for all workers. An outline report of the meeting, including date, time, duration, attendance, subjects discussed and the name of the director shall be maintained and copies furnished to the designated authority on request.

#### 1.5 SUBMITTALS:

- A. **Submittal "Punch-List:"** A submittal punch list for projects involving "other" hazardous materials as identified in the Construction Contractor's Safety and Health Program and Policies (paragraph B, below) and/or other recognized flammable or toxic products identified in the referenced codes/standards.
- B. **Contractor's Safety and Health Program and Policies:** Submit a Plan of Action for handling hazardous materials (except for asbestos, lead based paint, PCBs and mercury lamps

as they are covered by specific sections) and/or flammable or toxic products. Work shall not commence until the Contractor's safety program has been reviewed and approved by the Architect. The Construction Contractor's Plan of Action shall contain the following:

1. Activity Hazard Analysis and Accident Prevention Plan: Identification of anticipated hazards, problems, and proposed mitigation measures/mechanisms.
  2. Description of how applicable safety and health regulations and standards are to be met.
  3. Protection of the public or others not related to the operation. Maintain code-compliant means of egress for project duration.
  4. Means of protection for adjacent non-construction areas, permanent and temporary access ways, and occupants and for controlling dust/fumes/debris generated by the work.
  5. Contractor Safety Officer: Identify a lead Safety Officer and alternates, including 24-hour contact information for each.
  6. Specialized training and experience of employees to be used for the work.
  7. Type of protective equipment and work procedures to be used.
  8. Material Safety Data Sheets (MSDSs) for, and proposed procedures for using, disposing of, or storing toxic/hazardous materials (also see 29 CFR 1910.1200). All management and disposal of wastes shall be in accordance with Federal, states and local regulations.
  9. Phasing requirements to minimize impact to non-construction work activities.
  10. Emergency procedures for handling accidental spills, releases or potential exposures.
  11. Interfacing of trades and control of subcontractors, if applicable.
  12. Identification of any required analyses, test demonstrations, and validation requirements.
  13. Methods of certification for compliance.
  14. Hazard Communications Plan.
  15. Trenching and Shoring Plan.
  16. Confined Spaces employee certifications and related work procedures.
  17. Multi-Employer Worksite Plan.
  18. Demolition plans outlining protective measures and responsibilities required under 29 CFR 1926, Subpart T.
- C. **Accident Reporting:** Serious accidents such as those resulting in: treatment of an injury at a medical facility; response by emergency medical personnel; or damage to property other than that of the Contractor will be reported to the contracting officer's representative by telephone within twenty-four hours of the occurrence. A copy of each accident report, which the Contractor or subcontractors submit to their insurance carriers, shall be forwarded through the Contracting Officer's Technical Representative (COTR) to the Contracting Officer (CO) as soon as possible (in no event later than seven (7) calendar days after the occurrence). All accidents/losses shall be reported using AOC "Incident Investigation Report" (from AOC Safety Policy 9-4, available from the COTR) or other form that meets OSHA Standards, as required.
- D. **MSDSs:** The Contractor shall provide two copies of each MSDS, in accordance with 29 CFR 1910.1200 - *App E*. One copy shall be provided to the COTR per Division 1 submittal requirements, and a second copy shall be kept in an MSDS binder on the job site.
- E. **Disposal Permits and Manifests:** When hazardous materials (as defined in this Section and in 40 CFR 261) are disposed of, the Contractor must obtain permits and manifests from applicable, Federal, state, or municipal authorities, and necessary certifications that the

material has been disposed of as per regulations and submit copies to the AOC within 30 days of removal from the site.

- F. **Hot Work Permits:** When coordinating with the AOC's jurisdiction Superintendent for hot work, submit AOC designated "Hot Work Permit" (from AOC Safety Policy 10-14, available from the COTR) or other form that meets OSHA Standards, as required.
- G. **Worker Certifications:** The Contractor shall provide copies of all worker certifications for handling Hazardous Materials, Working in Confined Spaces, and other certifications required by OSHA and local regulatory agencies (not required by other technical sections in the Project Manual).
- H. **Scaffolding:** All scaffolding that is erected on this job will be erected in accordance with the requirements of 29 CFR 1926, Subpart L -- *Scaffolds*. Per OSHA Standards, a scaffold erection plan will be developed by the Contractor, certified by an engineer (licensed in the District of Columbia, Virginia, or Maryland) and provided to the CO prior to set up. Once in place, the Contractor's assigned safety officer shall inspect and document the conditions of the scaffold and scaffold anchor points prior to use, and once per shift thereafter. Any observed failures in the scaffold shall render it unusable until the condition is rectified and re-inspected. Weekly scaffold inspection reports shall be provided to the designated COTR for inclusion in the contract records.
  - 1. **Other Means of Access:** Should the Contractor employ other means of access to the work area, they shall be utilized in accordance with the requirements of 29 CFR 1926, Subpart N -- *Cranes, Derricks, Hoists, Elevators, and Conveyors*. The Contractor shall submit a plan for use of such equipment, fully coordinated with any other plans for site facilities (i.e., scaffolding, staging, etc.).

## PART 2 - PRODUCTS

### 2.1 MATERIALS AND EQUIPMENT:

- A. **Special facilities,** devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with all applicable regulations. Such materials and equipment shall be identified in the Plan of Action called for herein.

### 2.2 MATERIAL SAFETY DATA SHEETS (MSDSs):

- A. **MSDSs** shall be available on-site for all products used under this contract. The prime contractor is responsible for meeting the hazard communication requirements, in accordance with 29 CFR 1910.1200. To the extent feasible, non-flammable and non-toxic products shall be used.



## **PART 3 - EXECUTION**

### **3.1 CAUTIONARY PROCEDURES AT EXISTING VAULTS:**

- A. **General:** Transformer vaults may have floors which are PCB contaminated. These vaults are generally marked by blue signs, which identify the vault as PCB-contaminated; assure all vaults are marked with blue signs prior to proceeding with Work. On rare occasions, vault doors in existing buildings may be equipped with protective alarms and devices. Consult the AOC COTR to ascertain whether vault doors in areas under this contract are so equipped and have proper approved signage systems.

### **3.2 HAZARDOUS MATERIALS:**

- A. **General:** The Contractor shall bring to the COTR's attention, any material suspected of being hazardous which he/she encounters during execution of the work. The COTR shall then determine whether the Contractor shall perform tests to determine the nature or toxicity of the material. If the COTR directs the Contractor to perform tests, and/or if the material is found to be hazardous and additional protective measures are needed, a change to the contract may be required (subject to the "AOC Official Procedure for Making Changes to Contracts").

### **3.3 CONFINED SPACES:**

- A. **Confined Spaces:** It is the AOC's responsibility to identify and demarcate all known confined spaces within our facilities. In the event the Contractor determines that a confined space impacts the scope of work, immediately bring it to the attention of the Contracting Officer. The Contracting Officer will make a determination if the area is deemed a permit-required confined space, in which case additional protective measures will be required. The Contractor shall then submit a copy of their Confined Space Entry Program to the COTR for review. The Contractor is responsible for prior notification of the COTR and the jurisdiction Superintendent on the type of work to be conducted in all confined spaces, and to issue the required entry permit according to their Confined Space Entry Program requirements.

### **3.4 CONSTRUCTION STOP WORK ORDERS:**

- A. **Stop Work Orders:** Refer to GENERAL CONDITIONS of the Contract for stop work order procedures. The Contracting Officer will issue a Stop Work Order if a hazardous condition has been identified and the Contractor has not taken corrective action within 48 after receipt of a notice of violation

### **3.5 PROTECTION:**

- A. **Contractor Responsibility:** The Contractor shall take all necessary precautions to prevent injury to the public, building occupants and visitors, and damage to or contamination of property or the environment. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or subcontractor thereof.

- B. **Welding, Cutting, and Brazing:** The AOC specifically requires a permit for welding, cutting, and brazing. This AOC “Hot Work Permit” shall be approved each day by the AOC Superintendent or COTR whenever welding, cutting or any open flame work is performed. Work areas shall be kept clear of combustibles within a 35-foot radius of any open flame work. Combustibles which cannot be removed shall be covered with flame-resistant blankets. Compressed gas cylinders shall be secured in a vertical position and stored in accordance with Compressed Gas Association (GSA) Guidelines at all times. Valve protection caps shall be in place whenever cylinders are not in use, moved or stored. Appropriate fire extinguishers shall be maintained at welding and cutting operations. A designated fire watch shall sign and return the permit. The fire watch shall be on duty during operations and for a minimum of 30 minutes after completion of welding or cutting operations to ensure no possibility of fire exists.
- C. **Storage:** It is prohibited to store, position, or use equipment, tools, materials, scraps, and trash in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities. Storing of combustible or flammable liquids shall be in accordance with the current edition of the National Fire Code for Flammable and Combustible Materials (NFPA 30). Compressed gases shall be stored in accordance with Compressed Gas Association (CGA) guidelines.
- D. **Obstructions:** No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupants, or to present an unsafe or unhealthy condition to the public or building occupants.
- E. **Housekeeping:** Housekeeping practices shall be in conformance with OSHA 29 CFR 1910.22, 29 CFR 1910.141, 29 CFR 1910.1001, 29 CFR 1910.1025, 29 CFR 1926.25, 29 CFR 1926.62, and 29 CFR 1926.1101, for non-construction and construction contracts respectively.
- F. **Protection of the Public and Federal Employees:** Work shall not be performed in any area occupied by the public or Federal employees unless the Contractor takes adequate steps for the protection of the public and Federal employees, and work is specifically permitted by the contract/COTR/jurisdiction Superintendent. Comply with requirements of ANSI A10.34.2001.
- G. **Electrical Systems:** In addition to complying with the referenced standards in this Section, refer to Division 1 requirements for “Temporary Facilities and Controls.” Provide compliant electrical supply, overload/ground fault protection, lighting, and signage/notification systems. Ensure that arrangements and installations accommodate the Architect’s lockout/tagout procedures.
- H. **Mechanical Systems:** Mechanical systems and equipment, and the components thereof, will be arranged and installed to provide ready accessibility and ease of lock/tag application during lockout/tagout procedures for AOC employees, post construction.
- I. **Fences & Barricades:** The work area shall be fenced, barricaded, or otherwise segregated from the public or building occupants to prevent unauthorized entry into the work area. Fence elements shall be installed in such a manner as to overcome the negative or hazardous effects of wind and weather typical to the region. The use of barbed wire is prohibited unless requested in writing by the Architect.

- J. **Pedestrian Access Ways:** All interior and exterior paths of travel established for pedestrian circulation within and around a construction site shall meet the requirements of 28 CFR Part 36 (ADAAG), Appendix A (Standards for Accessible Design), Articles 4.3 through 4.5; when a path is changed to accommodate work, the Contractor shall also provide directional signage in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2003. All paths shall be maintained clear and level, without obstruction. Any proposed exceptions to these requirement must be approved in writing by the Architect prior to construction.
1. **Lighting:** All interior/exterior access ways, both permanent and temporary, shall be provided with a uniform minimum lighting level of 3 footcandles (fc) at the walking surface, in accordance with 29 CFR 1926.56(a), Table D-3 - *Minimum Illumination Intensities in Foot-Candles*.
- K. **Alternate Precautions:** When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under or over the work area, alternate precautions such as the posting of signs, warning lights, the use of signal persons, the erection of barricades or similar controls around particularly hazardous operations shall be approved and used.
- L. **Work Over Thoroughfares:** When work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades. When exposure to falling objects exists, as during the erection of building walls or during demolition, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.
- M. **Temporary Construction Barriers:** Temporary construction barriers, partitions which cover a hole in a rated fire wall, protect occupants from noise or vibration, or separate the construction from public access and exit corridors shall be erected floor-to-ceiling, wall-to-wall, and shall remain in place for the duration of the contract. The minimum construction standards for these temporary barriers shall be metal studs, anchored top and bottom at a maximum spacing of 16 inches (406 mm) on-center, and covered with a minimum of one layer of 1/2-inch gypsum wallboard.
- N. **Dust and Fume Control Measures:** Work performed adjacent to occupied areas shall be done within dust control barriers (generally constructed of polyethylene sheeting). To the extent feasible, maintain the work environment at a negative pressure differential with the adjoining occupied areas. The use of fume and odor producing products and materials shall be done in such a manner, or at such a time as to minimize impact on building occupants. Provide measures to minimize migration of dust, fumes, gases, and similar affects into the adjacent areas.
- O. **Roof Work:** During the performance of roofing work, employees will be protected as required by the OSHA standards contained in 29 CFR 1926 - subpart M "Fall Protection." However, a safety monitoring system, as defined in 29 CFR 1926.502(h) is not an allowable option when working within six feet of the roofs edge or any opening. When working within six feet of the roof edge or an opening, the Contractor shall use a motion-stopping safety system(s), as defined in 29 CFR 1926.502(b through f); the selected system must be reviewed and approved by the Architect.

- P. **Removal of Fences and Barricades:** Fences and barricades shall be removed upon completion of the project, in accordance with local ordinance and to the satisfaction of the Contracting Officer or his/her representative(s).
- Q. **Completion of Work:** Do not create or leave hazards unabated (e.g., open or absent electrical panels, unmarked circuit breakers/fuses, faceplates missing from receptacles, open maholes, etc.).

END OF SECTION 01546

**SECTION 14212 - MODERNIZATION OF TRACTION ELEVATORS****PART 1 - GENERAL****1.1 SUMMARY:**

- A. **Extent:** Provide all labor, materials, and equipment necessary for the upgrading of six (6) existing Elevator Nos. 3, 4, 5, 6, 8 and 9 at the Dirksen Senate Office Building, 1st and C Streets, N.E., Washington, D.C., 20510.
1. Except where specifically stated, the following shall apply to Elevator Numbers 3, 4, 5, 6, 8 and 9.
  2. Provide all incidentals, not specifically listed, but required for safe and efficient operation of the elevator system or to comply with referenced codes.
  3. Unless specifically stated otherwise, all existing elevator capabilities and functions shall continue to accomplish those functions after the modernization of that elevator or group of elevators is completed. Provide documented verification of the car operation that all components are working before car is removed from service for modernization.
- B. **The work shall include for Elevator Nos. 3, 4, 5, 6, 8 and 9,** but not be limited to, components utilizing the latest proven designs to accomplish the items below:
1. Provide new car control panels.
  2. Replace new car door and door operator, clutches and hardware.
  3. Provide new guide rollers to match existing.
  4. Provide new car enclosures.
  5. Provide new Emergency telephone communication systems.
  6. Provide new signal equipment.
  7. Balance car after new equipment has been installed.
- C. **Other Work (DSOB Elevator Nos 3 and 4 only):** Provide the following, coordinated with other work under this Contract:
1. Provide new elevator controllers and SCR drives.
  2. Provide new traveling cables.
  3. Provide new car and counterweight buffers.
  4. Provide new governor and rope.
  5. Provide all new sheaves and guards.
  6. Provide new hoist ropes.
  7. Provide monitoring system(s) and all associated wiring, hardware and software to connect to existing monitoring system(s) located in SDB-07 in the Dirksen Senate Office Building.
  8. Provide new complete monitoring system(s) and all associated wiring, hardware and software to connect to alternate location in RSOB-13 motor room in the Russell Senate Office Building
  9. Provide new wiring and all associated devices to interface with existing emergency power and firefighters recall panel located in room SDG-48 of the Dirksen Senate Office Building.
  10. Provide a communications and fire device terminal box.

- D. **Verification of Material Condition:** Coincidental with the progress of interfacing with various systems, all reused material associated with the interfacing shall be checked, modified, and repaired or replaced, to restore it to first class condition.

## 1.2 REFERENCES:

### A. Regulatory Requirements:

1. **Elevator Code:** Except for more stringent requirements as indicated or imposed by governing regulations, comply with applicable requirements of the following ASME standards:
  - a. Safety Code for Elevators and Escalators ASME A17.1 (hereafter referred to as the "Code").
  - b. Inspectors' Manual, ASME A17.2.
  - c. Safety Code for Existing Elevators and Escalator, ASME A17.3.
2. **NFPA Code:** For electrical work, comply with applicable requirements NFPA 70, "National Electric Code (NEC).
3. **IEEE Standards:** Comply with applicable requirements of IEEE Std. 241, "IEEE Recommended Practice for Electric Power Systems in Commercial Buildings" pertaining to wiring systems.
4. **Architectural Woodwork Institute (AWI):** Comply with applicable AWI standards for "Premium" construction.
5. **American Disabilities Act (ADA):** Except as otherwise indicated, comply with "American Disabilities Act" (ADA) (Fed. Reg./Vol. 56, No. 144/Part 36), including clearances, mounting heights, lighting, color/tactile requirements, control and locations for signal equipment, door timing cycles, and similar provisions.

## 1.3 SUBMITTALS:

- A. **Submit product data,** samples or shop drawings for all material/equipment to be furnished as part of the work in accordance with Conditions of Contract and Division 1. Contractor shall not proceed with demolition and/or construction defined by this contract until all samples and submittals required by that work are approved or approved as noted.
1. **Number of Items to be Submitted:** Unless stated specifically elsewhere, deliver four (4) sets of each item below.
    - a. **Where it is stated below that** "before completion of each elevator or first elevator of a group," this is to be interpreted to mean: When the first elevator of a group which will be wired and controlled "exactly" the same as the rest of the group; then one set of these submittals will be allowed for that group as long as the submittal addresses in the title and boldly on the each page all the elevators covered by these drawings or diagrams. Any elevator of the group addressed which has any deviation from the group (i.e speed, size, capacity, service, landings, etc.) shall require an additional set of submittals.

- b. **Product Data:** Provide manufacturer's detailed technical product data and installation instructions for all equipment. For each elevator unit, indicate capacities, sizes, performances, operations, safety features, finishes, and similar information. Indicate any variations from contract requirements. Submit MSDS for all paints and chemicals used in the project.
- B. **Drawings:** Within thirty (30) working days of "Award of Contract," provide layout drawings, accessory and fixture drawings, and details for review. Dimensioned drawings (developed from field measurements taken by the Contractor) shall show elevations and details of machines, car enclosures, hoistway entrances, vertical hoistway and plan views. Include complete drawings of the elevator, hatchway, and machine room; and details of design and fabrication of doors, accessories and fixtures. Use standard architectural scales for all drawings.
  1. Provide "As-Built or Installed" drawings in final submittal phase.
  2. Provide Elevator Interior Drawings showing front, rear and one side wall views, plus views of car top, cab floor level, and underside of car showing any new equipment plus penetrations such as the escape hatch.
  3. Provide shop drawings showing all necessary dimensions, details, panel and joinery requirements needed to comply with AWI Premium Quality Standards for fabrication of wall panels and other architectural woodwork. Include, at a minimum, sections through stiles/rails and major wood features; details shall show hardware for fabrication as well as installation.
- C. **Samples/Mock-ups:** Within thirty (30) working days of "Award of Contract," provide finish samples of all exposed finished items for approval, as outlined in this Section. Samples shall be 12" square (min.) for panel products and 12" in length for trim. Provide samples of each type of joint, as indicated on the approved shop drawings. Mock-up fully the woodwork of one cab interior; do not proceed with remaining cab interiors without Architect's approval.
- D. **Wiring Diagrams:** Ten (10) working days before completion of each elevator or first elevator of a group, provide complete sets of AS INSTALLED "single-line" wiring diagrams for that elevator or the first elevator of a group plus the group controller, showing the electrical connections of all elevator equipment in the hoistway as well as the machine room. (Two (2) sets of diagrams shall be reproducible polyester). Provide and continually update this set to reflect any changes made during installation and adjustments. These diagrams shall become the property of the Architect.
  1. Wiring schematics depicting controller logic shall not contain any proprietary "black-box" functions that cannot be field-analyzed or verified during trouble calls or maintenance operations by Architect's personnel.
  2. Encase two (2) additional sets of straight line wiring diagrams, reduced to a 24" X 18", in clear laminated plastic sheets (10 mil min. thickness), front and back, suitable for hanging on hooks in a machine room.
  3. Isolate all safety devices in the safety string.

- E. **Electronic Schematics:** Ten (10) working days before completion of first elevator, provide with the electronic schematics, all the necessary diagrams for trouble shooting, and a complete description of the operational characteristics of the program. The program shall be read and understood through the use of a data link to the dispatch MS/WINDOWS compatible computer, which will be part of the controller package. The program(s) shall keep a history of all recent events with which the controller is involved. The events include normal functions (use of elevators, availability, etc.), failures, personnel access and their actions. In addition to the legend information required for all shop drawings, provide the following:
1. Name and symbol of each component.
  2. Location on drawings, drawing sheet number and area of component.
  3. Location of apparatus whether on controller, selector, motor generator, starter, hoistway or elevator car.
- F. **Maintenance Manuals:** Ten (10) working days before completion of first elevator or first elevator of a group, provide the following items organized into a standard binder, with a table of contents and locator tabs:
1. Instructions explaining all operating features including all apparatus in the car and lobby control panels.
  2. Lubrication charts indicating all lubricating points and type of lubricant recommended for all equipment.
  3. Parts catalogs for all replaceable parts. The parts catalog shall be comprehensive and show breakdowns of intricate equipment with part numbers and descriptions and shall provide generic replacement part numbers cross referenced to part, system, and subsystem.
  4. Adjustor's manual, of the type utilized by Contractor's field adjustors in the calibration of the controller and door operator installed. Manuals shall contain step-by-step procedure for field adjustment and calibration of all equipment, including any and all printed circuit boards. Include step-by-step sequence operation of the electrical circuitry from the initiation of a hall call through to the final stage of the elevator being ready to accept another hall call. This sequence of actions shall, clearly and concisely, refer to the straight line diagrams and mention each contact and/or device energized or de-energized.
- G. **Electronic media submittal:** One (1) month prior to Final Acceptance, submit two (2) sets of the following in electronic media on clearly labeled CD-ROM. Each file shall be clearly described in an accompanying typed summary (index table) file which will include file name, size, and a short description.
1. Drawings: All single-line wiring diagram files (as-builts), layout drawings, and electronic wiring diagrams) shall be submitted in either MicroStation DGN, AutoCad DWG (2002 or earlier), CGM, or IGES format.
  2. Text (Instructions, Manuals, etc.): Where the Contractor has converted product data, instruction handbooks, and maintenance manuals to electronic format, and if that material has been formatted in Word Perfect 5.1 (or newer) or Adobe .pdf format, submit copies of the referenced documents on electronic media. Any referenced text-based materials not converted to electronic format should be submitted by standard hard-copy methods. Photocopies are not acceptable.



- H. **Keys:** Ten (10) working days before completion of first elevator, eight (8) sets of keys to operate all keyed switches and locks shall be furnished upon completion. Keys shall be properly tagged. All keying shall be coordinated with the Government. Where possible, all keys shall be keyed alike.
1. Fire Service Keys: MFD - 1
  2. Inspection and Hall Access: EPCO - 2
  3. All other key switches: EPCO - 1
- I. **Scavenged parts** removed from the existing controllers, selectors and other equipment which are not declared surplus by the Architect shall be turned over to the Architect for replacement parts for other existing equipment. All decorative elements shall be turned over to the Architect.
- J. **Accessories:** Provide all special accessories and tools necessary for making all system adjustments to the signal and speed controller and door equipment. Deliver the tools and accessories to the Architect before acceptance test and inspection of first completed elevator.
- K. **Safety Plan:** Within twenty (20) working days of "Award of Contract," provide a Safety Plan meeting OSHA and AOC safety Guidelines for work in hazardous environments (areas where high voltage and large moving equipment are found). Refer to Division 1 section SAFETY and HEALTH for requirements.

#### 1.4 QUALITY ASSURANCE:

- A. **Installer Qualifications:** The Installer shall be either the elevator manufacturer or a licensee of the manufacturer who qualifies as a "Specialist" under the provisions of Division 1 section GENERAL REQUIREMENTS.
1. **Welder Qualifications:** The Contractor shall qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure" and provide a current certification that welders employed in work specified have satisfactorily passed AWS qualification tests.
    - a. All welding shall be done by a certified welder. A copy of the welder's certification shall be a part of the submittal process.
    - b. Field welding in any portion of installation will not be permitted without prior approval of the Architect. Random torching and welding of structural members shall not be permitted.
- B. **Standard Systems and Components:** Duplicate equipment, components, devices and appurtenances shall have all parts which perform the same function manufactured to one design for each part, and each part shall be interchangeable with other like parts.
- C. **Architectural Woodwork:** All solid and panel wood construction shall meet AWI Quality Standards for Premium materials, finishes, and construction methods, as outlined in the "Architectural Woodwork Quality Standards Illustrated," Eighth Edition (AWI, 2003).

**1.5 DELIVERY, STORAGE, AND HANDLING:**

- A. **Deliver material in manufacturer's original**, unopened protective packaging. Make deliveries to "Architect of the Capitol, Superintendent, Hart Senate Office Buildings, Truck Tunnel Entrance, Room SHB-18, 1st. and D Streets, N.E., Washington, D.C., 20510." **All deliveries must be co-ordinated with the Senate Superintendent and Elevator Division and contractor must be present to receive and unload all deliveries.**
1. All deliveries must be inspected off site and placed under Capitol Police seal. The location of the inspection facility will be determined by the Capitol Police; contact the Capitol Police at 202-226-0905 for required procedures and delivery times/locations.
  2. All Contractors are to supply to the Architect, a minimum of 2 working days in advance of delivery, the following information:
    - a. Driver's name, driver's license number with State, and Social Security Number.
    - b. Vehicle description(s), make, model, year, color and license numbers with State.
- B. **Store material in original protective packaging.** Prevent soiling, physical damage, and wetting. Protect equipment and exposed finishes during transportation, erection, and construction against damage and stains.
- C. **Limitation on the Use of the Site:** Storage space is limited to the machine room where contractor is performing modernization. Portions of the building beyond the areas on which the specified work is indicated shall not be disturbed. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site. Equipment storage is only available for the elevator being renovated.

**1.6 SEQUENCING AND SCHEDULING**

- A. **Sequencing:** Elevators shall be modernized in the order shown below. Work on elevators in the following phase shall not commence until the preceding elevator in that bank is finished and accepted by the Architect.
1. Phase 1: Elev. No. 3
  2. Phase 2: Elev. No. 4
  3. Phase 3: Elev. No. 5
  4. Phase 4: Elev. No. 6
  5. Phase 5: Elev. No. 8
  6. Phase 6: Elev. No. 9
- B. **Standard Working Hours:** Unless otherwise noted, work shall be completed during the standard working hours of operation for the Dirksen Senate Office Building:
1. Monday through Friday: 6:00 AM to 6:00 PM.
  2. Saturday: 7:00 AM to 3:30 PM.
- C. **Access to Work Area:** If the Contractor wants to work outside these hours, a request shall be made at least five (5) working days in advance and shall include duration and location of work and the number of persons involved.

1. Contractor is required to accomplish all work that is noisy, and produces odors, smoke or other nuisances outside of standard working hours. All movement of large equipment will be done outside of standard working hours and must be coordinated with the Senate Superintendent and Elevator Division.
2. Any burning, cutting and/or welding requires AOC Senate issued welding and/or burn permits. They must be obtained at a minimum one day in advance, the burn permits must be obtained and coordinated through the Senate Elevator Division.

### 1.7 WARRANTY

- A. **Special Project Warranty:** One (1) month prior to Final Acceptance, provide special project warranty, signed by the Contractor, agreeing to replace, repair, or restore defective materials and workmanship of elevator work during warranty period. This warranty shall be in addition to, and not a limitation of, other rights the Government may have against the Contractor under the Contract Documents.
1. "Defective" is defined to include, but not by way of limitation, operation or control system failures, performances below specified ratings, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration, and similar unusual, unexpected, and unsatisfactory conditions. Contractor shall be responsible for any modifications, adjustments, maintenance, and improvements needed to meet the performance requirements in Parts 2 and 3.
  2. Warranty period is one (1) year effective on the date of Final Acceptance of each elevator.
- B. **Warranties:** Provide coincidental product warranties where available for major components of elevator work. Submit with maintenance manuals.
- C. **Warranty Response Communications:** Within twenty (20) working days of "Award of Contract," provide a local phone number which is monitored 24 hours a day, seven (7) days a week. A local phone number is defined as any phone number from which the Contractor representative can respond from within the two (2) hour response time in the Contract.
1. The Contractor shall acknowledge and be on-site within a two (2) hour period of receipt of a call between 5:00 a.m. to 10:00 p.m., Monday through Saturday. Calls received by the Contractor outside of this time frame requires him to acknowledge and be on-site within a eight (8) hour period its receipt.

### 1.8 COMMUNICATIONS AND CHECK-IN:

- A. **The Contractor shall deliver to the AOC** a local phone number which is monitored 24 hours a day, seven (7) days a week. A local phone number is defined as any phone number from which the Contractor's representative can respond from within the two (2) hour response time in the Contract.
- B. **The Contractor, upon entering the jurisdiction** for any Contract related reason, shall proceed immediately to the elevator shop and sign in on a log book provided by the shop and while in the presence of the Foreman or his designee. At this time the AOC representative can inform the Contractor of any jurisdictional or job related information (ex: Building shut

down because of a pending visit by high ranking personages, planned fire drills, etc.) that could affect the Contractor's work that day or in the near future.

- C. **The Contractor, upon finishing work for the day** within the jurisdiction, shall proceed immediately to the elevator shop and sign out on a log book provided by the shop and while in the presence of the Foreman or his designee.

## PART 2 - PRODUCTS

### 2.1 MATERIALS AND COMPONENTS

- A. **Steel:** Unless specified otherwise, provide steel of a 14 gage minimum thickness.
1. **Sheet Steel (Furniture Steel for Exposed Work):** Stretcher-leveled, cold-rolled, commercial-quality carbon steel, complying with ASTM A366, matte finish. Surfaces shall receive cleaning, rust preventative treatment.
  2. **Sheet Steel (for Unexposed Work):** Hot-rolled, commercial-quality carbon steel, pickled and oiled, complying with ASTM A569.
  3. **Structural Steel Shapes and Plates:** Comply with ASTM A6, ASTM A36, and ASTM A108.
- B. **Satin Stainless Steel:** Comply with ASTM A 167, Type 302 or 304, with No. 4 satin finish.
- C. **Bronze Sheet:** Stretcher-leveled, re-squared sheets composed of 90% copper and 10% zinc similar to Commercial Bronze, Alloy Group 2/[60% copper and 40% zinc similar to Muntz Metal, Alloy Group 2], with standard temper and hardness required for fabrication, strength and durability. Clean and treat bronze surfaces before mechanical finish. After completion of the final mechanical finish on the fabricated work, use a chemical cleaner to produce finish (Federal Standard and NAAMM nomenclature) matching Architect's sample:
1. **Fine Satin (Brushed) Bronze:** M31-C12-06X, fine-satin bronze, clear-coated (US10) with clear-organic coating recommended by Fabricator. Provide graining direction the longest dimension.
- D. **Bronze Extrusions:** Comply with ASTM B 455, alloy UNS No. C38500 (architectural bronze).
- E. **Extruded Nickel Silver:** Extruded-nickel silver, ASTM B 151 (ASTM B 151M), alloy UNS No. C74500, with grooved surface, 1/4 inch (6.4 mm) thickness, polished finish.
- F. **Wood Trim:** Mahogany, Quarter Sawn, AWI Premium Grade.
- G. **Stone Finish Materials:**
1. **Reinforced Wall Panels:** Composite panel of granite facing over 3/4" aluminum honeycomb, bonded by high-strength epoxy impregnated reinforced glass cloth. Must meet ASTM E84, Class "I" rating with a flame-spread rating of 5 or less.
    - a. Basis of Design: Composite Stone Panels, by Stone Panels, Inc., (800) 328-6257.
    - b. Granite: Azalea, Polished. Minimum thickness: 3/16".

2. **Base Trim:** Cold Spring Black Granite, Polished. 12" high.
- H. **Glass:** Opalescent, laminated glass.
1. Basis of Design: Type X02000 or comparable, by The Rudy Art Glass Studio, 717-843-3345.
- I. **Bumpers:** Rounded bumper, "Boston Bumper" - Series 50, by Redico, Inc.
- J. **Paint Materials:** Coat ferrous metals with the following paint materials. Note, materials may be provided by any one of the manufacturers listed below, however, all materials selected shall be from the same manufacture to ensure system compatibility.
1. **Primer:** Quick-drying, rust-inhibitive, alkyd-based or epoxy-metal primer, as recommended by the manufacturer for this substrate, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.5 mils (0.038 mm).
    - a. Devoe: 13101 Mirrolac Rust Penetrating Metal Primer.
    - b. Fuller: 621-04 Blox-Rust Alkyd & Struct Metal Primer.
    - c. Glidden: 5207 Glid-Guard Tank & Structl Primer, White.
    - d. Approved equals.
  2. **Undercoat:** Alkyd, interior enamel undercoat or full-gloss, interior, alkyd-enamel finish coat, as recommended by the manufacturer for this substrate, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils (0.031 mm).
    - a. Devoe: 70XX Mirrolac Interior/Exterior Alkyd-Urethane Gloss Enamel.
    - b. Fuller: 220-07 Interior Alkyd Enamel Undercoat.
    - c. Glidden: 4500 Series Glid-Guard Alkyd Ind Enamel.
    - d. Approved equals
  3. **Finish Coat:** Full-gloss, alkyd, interior enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils (0.031 mm).
    - a. Devoe: 70XX Mirrolac Interior/Exterior Alkyd-Urethane Gloss Enamel.
    - b. Fuller: 312-XX EPA Compliant Heavy-Duty Enamel.
    - c. Glidden: 4500 Series Glid-Guard Alkyd Ind Enamel.
    - d. Approved equals.
- K. **Transparent Finishes for Wood:** Prepare and coat solid and panel wood products with a transparent finish, according to AWI Quality Standards for Premium Finish. All materials selected shall be from the same manufacture to ensure system compatibility.

1. **Mahogany:** Finish shall be post-catalyzed lacquer, Premium grade, satin sheen (see AWI Stds., 1500-T-14, which requires minimum of vinyl sealer, 220 grit sanding, and 2 topcoats).
- L. **Conduit:** Unless otherwise specified or approved via a written request to the Architect, all electrical conductors, except traveling cable connections to the car, shall be installed in rigid zinc-coated steel or aluminum conduit, electrical metallic tubing or metal wireways. All raceways completely embedded in concrete slabs, walls, and floor fills shall be rigid steel conduits. No rigid conduit shall be smaller than 3/4-inch electrical trade size. Where permitted by NEC, 1/2-inch trade size conduits and EMT may be used only for tap connections, not exceeding 18 inches in length, to interlocks, emergency exits and leveling units. Self-supporting connections, where approved, shall be fully protected from abrasion, or other mechanical injury. Existing raceways in the elevator machine rooms and hoistways may be reused if code conforming and written request to Architect is granted. **Any conduit and associated wiring that is part of the existing elevator controls and is not being reused shall be removed from the building by the contractor.** Each conduit run or duct shall contain 10% spare wires and, in any event, not less than one spare wire.
  1. **Flexible Conduit:** Connect motors and other components subject to movement or vibration, to the conduit or EMT systems with flexible conduit. Permitted flexible metal conduit shall contain a green-coded equipment grounding conductor. Flexible heavy-duty service cord, Type SO, may be used between fixed car wiring and car door switches for infra-red screen detectors. Electrical connections to machinery shall allow one foot of lateral motion.
  2. **Machine Room:** All conduit connecting the various items of elevator equipment in the elevator machine room shall be run in concealed positions insofar as practicable. An auxiliary gutter may be used between, starter, and similar apparatus in the elevator machine room. Metal wireways and auxiliary gutters shall be run exposed in readily accessible locations. Such wireways or gutters shall be routed in a manner which does not infringe upon minimum vertical or horizontal clearances imposed by applicable Codes and which does not impede the utilization of existing trolley-hoist systems to move equipment or components from the machine rooms to the existing trap doors.
  3. **Fittings:** Raceway terminal fittings must provide conductor passageways free from burrs, shoulders or other projections which will reduce internal passage area or cause abrasion of conductors being pulled through. All conduit terminating in steel cabinets, junction boxes, wireways switch boxes, outlet boxes and similar locations shall have approved insulation bushings. If the bushings are constructed completely of insulation material, a steel locknut shall be installed under the bushing. At ends of conduits not terminating in steel cabinets or boxes, the conductor shall be protected by terminal fittings having an insulated opening for the conductors. Couplings and connectors for EMT shall be made either of steel or malleable iron only, shall be "concrete tight" or "rain tight" and shall be either the gland and ring compression type, or the stainless steel multiple point locking type. All connectors shall have insulated throats. Conduit and EMT fittings and connectors using set screws or indentations as a means of attachment shall not be used.

4. **Standards for Conduits and Fittings:** Provide in conformance with the following Federal Specifications:
  - a. Conduit, steel, rigid, zinc-coated: WW-C-581
  - b. Conduit, flexible (watertight): WW-C 566C(1)
  - c. Fittings, steel: W-F-406 or W-F-408D
- M. **Electric Wiring:** Provide in compliance with NEC requirements all wires and cables necessary for the proper connection and operation of all equipment installed under this elevator contract. All interconnected devices shall be compatible. Provide new elevator fixed wiring and traveling cable. No wiring made from aluminum will be allowed. Existing conduit, wire duct and fillings may be reused provided they meet current requirements of the NEC and written request to the Architect is granted. Terminal connections for all conductors at equipment panels, hoistway and on elevator car shall be made on terminal blocks or studs having identifying numbers. Make all conductor connections with terminal eyelets of the solderless type.
  1. **Conductors and Cables:** Provide circuit conductors, exclusive of traveling cables, of solid annealed or stranded copper with 600-volts, 75 deg. C or higher-rated type THWN insulation, except as otherwise approved. Code individual wires and all connections on identified studs connections in any wiring except at terminal blocks, control cabinets, junction boxes or conduits. Provide solderless wire connectors (cable lugs) conforming to FS W-S-601 for conductors used for external wiring, except that conductors No. 10 and smaller may be made with approved terminal eyelets fixed on conductor by special tool or with approved pressure-type terminal blocks. Unless otherwise specified, no joints or splices will be permitted in wiring except at outlets.
    - a. Single and multiple conductor cables shall have a color coding or other suitable identification for each conductor.
    - b. Terminal connections for all conductors used for external wiring between the various items of elevator equipment shall be solderless pressure wire connectors, in accordance with Federal Specification W-S-610D(1) or UL Standard No. 486.A-80. Connections for wire size No. 10 or smaller shall be of the crimp type applied with an appropriate setting tool. Terminal blocks having pressure wire connectors of the clamp type that meet UL 1059-88 requirements for stranded wire may be used in lieu of terminal eyelet connections. Terminal blocks using pierce-through serrated washers will not be acceptable.
  2. **Grounding:** All wiring shall test free from short circuit or grounds. The insulation resistance between external conductors, and between conductors and ground, shall not be less than one megohm. Provide grounding and bonding in accordance with NEC.
  3. **Circuit Lists:** Attach waterproof, neat and legible lists, showing wiring runs, color codes and number codes to the controller.
  4. **Entrance Wiring:** The interlock wiring of all elevator entrances shall conform to the requirements of the Code. Termination in the interlock box shall be sleeved with a fire-resistive eyelet or other approved type jacket.

**N. Switches and Outlets:**

1. **Power Outlet:** Provide heavy duty, NEMA designation 5-20R, grounded, 125-volt rated, 20A, duplex outlets. Comply with UL 498 and NEMA WD 1. Provide metal screws for securing wall plates. Wall plates shall be 0.05 inch thick.
  - a. **In cabs:** Six inches above finish floor in the return under the main control panel.
  - b. **In pits:** Replace existing with GFI.
2. **Light Switch:** Provide heavy duty, 120/277 volt-rated, 20A, single pole, two position toggle switch. Locate light switches as follows:
  - a. **In cabs:** As an integral component of the control panel installed behind the locked panel.
3. **Lamps:** On the top and bottom of the car, provide lamp sockets and rough-service type lamps fitted with wire lamp guards with integral switch. Locate the car top socket in accessible locations which do not restrict movement on the top of the car. Locate the car bottom socket within reach of the landing.

**O. Traveling cables:** Provide new flexible traveling elevator cables conforming with the requirements of NEC Article 620. Provide color coded identification for each conductor within the traveling cable. New traveling cables shall have a flame-retarding and moisture-resistive outer covering. At a minimum, suitably support the traveling cable at the midpoint of the hoistway by a wire rope steel core to relieve strains in the individual conductors.

1. **Conduits:** At the car end of each traveling cable, run the traveling cable in conduit or wire duct from underneath the car platform to the car operating panels or top of the car junction boxes. At the machine room end of each traveling cable, run the traveling cable in conduit from the hoistway junction box to the control equipment cabinets. Run traveling cable in conduit for horizontal runs in the hoistway.
2. **Communication Spares:** Provide a minimum of ten (10) pairs of 14AWG Twisted Shielded FPLR conductors for future systems.
3. **Controller Spares:** Provide the greater of twenty (20) percent or twenty (20) pairs of spare wires between the controller, microprocessor/encoder selector, car wiring and supervisory control panel in all traveling cables.
4. **Labeling:** All conductors in traveling cables, including spares, shall be tag coded at their terminals in the machine room, the elevator car junction box, and car top/bottom associated devices.
5. **Protection:** Provide suitable shields or pads wherever necessary to prevent chafing or damage to traveling cables from hoistway construction.

**P. Circuit Breakers:** UL 489, "Molded Case Circuit Breakers and Circuit Breaker Enclosures," and NEMA AB1, "Molded Case Circuit Breakers." For the 110 in the car.

1. **Shall be plastic molded case,** completely sealed enclosure with toggle type operating handle. Trip ampere rating and ON/OFF indication shall be clearly visible.



2. **Thermal-magnetic type trip-free, trip-indicating, quick-make, quick-break**, with inverse time delay characteristics. Single-handle and common tripping multi-pole breakers.
  3. **Silver alloy contacts** with auxiliary arc-quenching devices.
  4. **Suitable for the field installation** of shunt trip devices. Provide reference numbers for the 120 volt shunt trip field installation kit.
  5. **Interrupting capacities shall be as follows:**
    - a. As a minimum, devices used on 120/208 volt systems shall be not less than 10,000 AIC, minimum frame size 100 amperes, and
    - b. Devices used on 480/277 systems not less than 14,000 AIC, minimum frame size 100 amperes.
  6. **Bolted type terminals** UL listed for either copper 90 deg C cables.
  7. **Plug-on molded circuit breakers** are not acceptable.
  8. **Identification:** Engraved, Plastic-Laminated Labels, Signs, and Instruction Plates: Engraving stock melamine plastic laminate, 1/16-inch minimum thick for signs up to 20 square inches, or 8 inches in length; 1/8-inch thick for larger sizes. Engraved legend in white letters on black face and punched for rivets. Install plates with rivets.
  9. **Enclosure and Lugs:** NEMA AB 1, and indication when the breaker is in "On" position and can be positively padlocked in "Off" positions. Lugs must be UL listed for copper conductors and be front removable.
  10. **Mounting:** Mount enclosure rigidly and with proper alignment on building structure or steel supports with centerline of operating handle not more than 6 feet above finished floor unless otherwise required. Use steel supports fabricated from standard rolled structural steel shapes or framing channel to provide one-inch separation between enclosure and building wall for vertical flow of air.
    - a. Provide connections and wiring to and from each circuit breaker. Support conduit feeder from ceiling or floor.
    - b. Circuit breakers shall be mounted on adjacent wall or from the floor with independent supports, level and plumb.
    - c. Close unused openings in the enclosure with approved covers.
- Q. **Infra-Red Photoelectric Curtain:** Pulsed screen device, which shall operate in the following manner:
1. **Interruption of the light beams** during the door closing cycle shall automatically cause the doors to reopen fully and remain open until the light beam is reestablished. There shall be an adjustable time delay after the doors are fully open and after the light beam is reestablished before the doors start to close.
  2. **Provide pulsed screen car door protective device** projecting across entire entrance opening. Arrange controls to prevent elevator operation if device is not operative. If detector is obstructed for a predetermined, adjustable interval (10 - 30 seconds), sound a buzzer.
  3. **Fireman's Service:** During fireman's service operation the doors shall respond in conformance provisions of the section "Unprotected Entrances" ASME A17.1 Rule 112.5 which states that the doors shall close with 2.5 ft-lbs or less of kinetic force.
  4. **Nudging Action:** Activate if circuit is in original operation. In the event a light beam is continually obstructed for a predetermined time interval (15-17 seconds) after automatic door closing has been initiated, a buzzer shall sound and the doors shall be closed at a gentle, reduced speed. Timers shall be individually adjustable.

- R. **Trademarks:** Do not display manufacturers name or trademark on exposed surfaces of new materials or components, which can be seen by passengers using the elevator system.

2.2 **CONTROLLERS AND SELECTORS:** (Elevator Nos. 3 and 4)

- A. **General:** Provide solid state control equipment, in manufacturer's standard NEMA 1 enclosure, designed to control starting and stopping, to prevent damage to motor from overload or excess current, and to automatically disconnect power supply, apply brake and bring car to rest in event of power failure or upon activation of safety device. Controller's failure modes shall prevent power from being applied to drive machine in event of phase reversal, single phase, phase failure, or low voltage which would result in elevator malfunction.
1. **Frame:** Securely mount all assemblies, power supplies, chassis switches, relays and other items on a substantial, self-supporting steel frame.
  2. **Switch and Relay Design:** Provide where required, direct-current type, magnet operated with contacts of design and material to insure maximum conductivity, long life and reliable operation without overheating or excessive wear, and provide a wiping action to prevent sticking due to fusion. Provide switches carrying highly inductive currents with arc deflectors or suppressors.
  3. **Microprocessor-Related Hardware:** Provide printed circuit boards with FR4 or G10 glass epoxy material with a minimum equivalent one-ounce copper. Isolate inputs from external devices (such as push buttons) with opto-isolation modules. Provide separate regulated power supply for each computer chassis. Provide control circuits so that one side of power supply is grounded for testing purposes. Provide the capability for the system to restart when power is restored in the event of a power failure or interruption. Provide system memory so that data is retained in the event of power failure or disturbance.
    - a. **Noise:** The building contains many computer systems, including computer terminals, mini-computer systems, and personal computers. Provide built-in noise suppression devices which provide a high level of noise immunity on double-sided printed circuit boards and on all solid-state hardware, power supplies, and devices. The controllers shall not introduce voltage transients or constant noise components which exceed 250 millivolts at any frequency between 1,000 and 10,000 Hz to the building distribution system. The Contractor shall provide all necessary additional equipment including, but not limited to: filters, inductors, and isolation transformers, which are required to satisfy these requirements at no additional cost to the Government. After installation of each controller, noise measurements will be made by the Architect at various points to assure compliance with this requirement.
  4. **Power Supplies:** Provide tested and labeled short-circuit protection.
  5. **Wiring:** Provide copper wires for factory wiring. Neatly route all wiring interconnections and securely attach wiring connections to studs or terminals.
  6. **Marking:** Permanently mark components (relays, fuses, PC board, etc.) with symbols indicated on approved shop drawings.
  7. **Extender Boards:** Provide extender boards when computing devices are used inside a computer chassis to facilitate access to the printed circuit cards utilized.

8. **Time Base:** Provide stable capacitor or crystals as the time base for electronic time-delay devices.
- B. **Automatic Operation Systems:** Provide micro-computer based control system for each elevator or group of elevators, as required, to provide automatic or group automatic operation of type indicated, and defined in the Code as "Operations." Include all hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform car operational control.
  1. **Two Car Group:** Provide "Group Elevator Control" as defined in ASME A17.1.
- C. **Control Features:**
  1. **Motion Control:** Provide a microprocessor based closed loop feedback control which continually maintains an ideal speed curve. Base speed curve on minimum acceleration/deceleration rate of 3 feet per second, and incorporate analog signal feedback reference pattern with digital car position count so that an ideal speed curve is exactly duplicated regardless of car load, machine room temperature, or hoist rope stretch. Provide smooth, comfortable acceleration, retardation and dynamic braking and limit difference in speed between full load and no load to not more than +/- 5% of contract speed.
    - a. **Acceleration and Deceleration:** Constant and not more than 5 feet/second/second with an initial ramp between 0.5 and 0.75 second.
    - b. **Sustained Jerk:** Not more than 8 feet/second/second squared.
    - c. **Automatic Leveling:** Stop car within 1/4" above or below the landing sill. Avoid overtravel, as well as undertravel, and maintain stopping accuracy regardless of load in car, direction of travel, rope slippage or stretch.
  2. **Door Operation:** Automatically open door when car arrives at main landing whether car call has been registered or not. When another car is at main landing loading for departure, do not cause an unoccupied car arriving to open its door until a car call demand is registered on that floor. Reopen when car is designated for loading.
    - a. Horizontal Acceleration within Cars during All Riding and Door Operating Conditions: Not more than 15 mg in the 1 - 10 Hz range.
  3. **Anti-Nuisance Feature:** If car loading is not commensurate with registered car calls, cancel car calls.
  4. **Traffic Monitoring:** Provide operation and control compatible with Architect's Central Monitoring System (CMS) that permits modification of the elevator operation to accommodate special traffic requirements. Building programmable functions shall include, but are not limited to, the following:
    - a. Monitoring traffic and car operation with histogram of waiting times.
    - b. Designation and activation of priority floors, security floors, second home floor for dual or alternate home floor operation.
    - c. Activation of up peak, down peak.
    - d. Initiation of independent service, Fireman's service, members only service, freight service, etc.
    - e. Dispatch Protection: Backup dispatching in the event primary dispatcher fails.

- f. **Delayed Car Removal:** Remove delayed car from group operation.
  - g. **Position Sensing:** Reset at each floor when stop made, and at no less than 150 intervals in express zones.
  - h. **Landing Button Failure:** Independent power sources for each push-button riser.
5. **Standby-Power:** If normal power fails, adequate standby power will be supplied by the Government through normal power feeders to start and run the elevator back to their designated floor, doors will reopen to discharge any passengers and power will be removed. Upon loss of normal power, there shall be an adjustable time delay before transferring to auxiliary power of between 10 to 30 seconds.
- a. **Operation:** As each elevator reaches the designated floor and shuts down, another elevator shall be started and returned. This process shall continue until all elevators have been returned to the designated floor and shut down. Any elevator which has been manually removed from automatic service, i.e., inspection service, independent service, fire service, main line switch opened, etc., shall not receive an automatic return signal. Elevators signaled but unable to start or complete its return within a minimum of 20 seconds shall be by-passed. When an elevator is by-passed, another elevator shall be started and returned. If for any reason the selected car in a group enters a failure conditions, operations shall be automatically transferred to the next available car in that group. Any elevator or elevators by-passed on initial return signal shall be signaled again.
6. **Load Weighing Device:** A three (3) cell load weighing device shall be incorporated within the car dead hitch plate in the machine room. This load weighing device shall maintain a long term accuracy of  $\pm 50$  pounds. The use of cross head mounted strain gauges shall be prohibited. Multiple adjustable load weighing output signals (20% - 40% - 60% - 80% - 100% - 105%) shall be provided and used to bias algorithms in the signal system for allotting cars to both car and hall call demands. The dual use only of the load weighing device to by-pass registered hall calls and to activate load dispatch cars shall not be acceptable. Load weighing devices which are activated or triggered by cellar telephones shall be rejected
- a. **Load Weighing By-Pass:** An adjustable full load signal from the load weighing device shall provide an input to the signal system to by-pass all registered landing calls until a sufficient amount of weight has been removed from the car to allow room for passenger boarding. The bypassed hall calls shall remain registered until they are answered.
  - b. **Overload:** Provide an input signal from the load weighing device to the signal system when the load in the car exceeds 105%. This load weighing device output signal to the signal system shall prohibit the car from closing its doors and lifting the brake. When this load weighing signal is received by the signal system an overload jewel in the car panel shall illuminate and a buzzer shall sound. Both the illuminating overload jewel and the buzzer signals shall continue until the load in the car is reduced to below 105% of capacity load, whence the car can resume normal operation.
- D. **Micro-Processor System:** Use readily-reprogrammable system software. Design basic algorithm to optimize service based on equalizing system's response to registered hall calls at shortest possible level and equalizing trip time at shortest possible level. The program shall

be read and understood through the use of a data link to the MS/WINDOWS compatible dispatch computer, which will be part of the controller package. The program(s) shall keep a history of all recent events with which the controller is involved. The events include normal functions (use of elevators, availability, etc.), failures, personnel access and their actions.

1. **Diagnostic Capabilities:** Provide diagnostic feature capable of determining all faults. This diagnostic feature shall use the network to constantly monitor the status of all cars via a communication link. Every changing condition of each elevator shall be analyzed against its normal mode of operation. When a fault is detected, the location of the elevator, the time of day; and the number of times said fault has occurred, along with the fault code message, shall be stored in a non-volatile memory. The system shall support user retrieval of the fault information of every car and its display on the video screen in the machine room.
    - a. Diagnostic devices shall not incorporate timed delay program deletions or file purges. No program shall eliminate data without command from authorized government personnel.
  2. **System Security:** The system shall provide multiple higher levels (e.g. password) of security than the key switch lockout. Security functions shall be integrated with control dispatching and management of the elevators. System security equipment provided shall allow the securing of floors via the system and monitoring of the security status of the elevators on CRT screen at a security monitoring station alerting the security personnel to any unauthorized stops.
  3. **Local/Remote Diagnostics:** Provide an interface terminal computer based, computer via com port and cable connector located on reachable area of the inside surface of each controller and group controller. The attachments shall allow a mechanic to interrogate the controller as to the current and past faults and current conditions as related to the elevator or group. This connection and communication shall be capable without removing or replacing communication to the other listed remote sites.
- E. **Independent Service:** Provide a 2-position key-operated switch in the main car operating panel. Label the switch "INDEPENDENT SERVICE." Label "ON" and "OFF" functions. Operations shall comply with Code.
- F. **Inspection Service:** Provide switch in car panel to permit operation of elevator from on top of car or top and bottom access switches, for inspection purposes, with car and hall buttons inoperative. Provide an operating fixture on top of car mounted on or from car crosshead containing constant pressure "UP" and "DOWN" buttons for operating elevator, an emergency stop button and a toggle switch which makes top-of-car inspection devices operative.

- G. **Fire Fighters' Service:** Provide as per Code (Phase I and II), to operate and recall elevators to the designated floor or the alternate floor in fire or other emergency condition. Provide sensor signal wiring from hoistway or machine room connection point to controller terminals. Provide similar operation and fixtures on all elevators. Operate visual/audible signal until return is complete or automatic operation restored.
1. **Manual and Automatic Modes:** Provide for both manual and automatic "Fire Fighter's Service." Provide a key, enclosed in a master-keyed, hinged, covered, recessed compartment, to activate Phase I Emergency Recall Operation. Inscribe cover of compartment with phrase "Fire Fighter's Service." Provide lock master-keyed to match District of Columbia Police and Fire Departments' Call Box Key. Mount the compartment as directed by the Architect on the main and alternate floors. The fire service key shall remain in the lock box.
- a. Locate manual recall switches at both the designated floor and the alternate floor listed. A three position Phase I key switch ("ON," "OFF" and "BY-PASS") for each elevator or group of elevators shall be incorporated into the hall call station at the designated fire return floor. A two position key switch ("ON" and "OFF") shall be incorporated into the hall call station at the alternate fire return floor. Provide custom cast panels of a finish matching existing hall station panels, face plate for key box and fireman's direction panel. Key box face plate and fireman's direction panel shall be a single panel.
- b. Provide terminal contacts, properly labeled, in accordance with requirements of NFPA Standard No.72 E, for future connection of smoke detectors to be provided by others.
- c. Instructions: Provide instructions for operation of the elevators under Phase I conditions as part of Phase I key operated switch at designated and alternate floors. Instructions for operation of elevators under Phase II conditions shall be incorporated in or placed adjacent to operating panel in each car. Print instructions in letters not less than 1/8" high, and permanently install with tamper-resistant methods.
2. **Recall Floors:** Recall elevators to the "Main (designated) Floor" as identified on the Elevator Schedule at the end of this Section.
- H. **Encoder/Selector Associated Equipment:** Except as otherwise indicated, provide new manufacturer's standard pre-engineered elevator encoder/selector system which shall be compatible with the controller and other related equipment.
- I. **Communications Systems:** Provide telephonic communication wiring for emergency and firefighter's telephones from the cab/car top units through the controller and group controller into a contractor supplied Fire control and communications terminal box. Communication wiring spares shall have at a minimum ten (10) pairs of 16AWG Twisted Shielded FPLR wire. All associated wiring and spares shall be terminated into terminal stud blocks.

### 2.3 MOTOR CONTROL :

- A. **General:** This system shall provide for maximum "car start to car stop" time for a typical one floor run with a balanced load at the midpoint of the hoistway as tabulated. A maximum of 0.8 seconds will be allowed from door close to car start. The performance times shall be maintained without "hunting" at the floor levels. Prior to termination of the adjustment period, the elevators shall be readjusted, as required, to meet these performance requirements within 10 percent.
1. **Voltage Tolerances:** The equipment shall be designed to operate at plus or minus 10% of normal feeder voltage and plus or minus 3% of feeder frequency without damage or interruption of elevator service. Protective devices shall be included to prevent damage on over or under voltage.
  2. **Isolation of Components:** Isolate the inputs from external devices (such as hall buttons) and isolate the outputs to external devices (such as indicators) by means of relays or optical devices. Provide for separate regulated power supplies to serve each microprocessor system.
  3. **Performance Requirements:** Overspeed governor switch shall operate in the "up" and "down" direction of travel. The speed shall be maintained within (5%) percent of contract speed. The system shall operate from 90-110 percent of normal line voltage.
- B. **Motor Drive (Silicon Controlled Rectifier):** Except as otherwise indicated, where variable voltage is required, provide manufacturer's standard solid-state power converters, for use with manufacturer's motors on elevator machines. The motor drive unit shall be especially designed for elevator service and must comply with A17.1 Code Rule 210.10. At no time shall the motor be used in a plugged mode, nor shall load absorbing ballast resistors be used except for emergency stopping as a result of line loss. Verify that existing feeders are of sufficient size and meet NEC code.
1. **Filters and Chokes:** Provide sufficient line filters or chokes to prevent electrical peaks or spikes from being fed back into building power system from solid-state converters.
    - a. The legislative call electronic signal system in the Dirksen Senate Office Building consists of a power-line carrier current system. The purpose of the power-line carrier current system is to transmit intelligence by timing and duration of high frequency pulses. The high frequency pulses are superimposed upon the 277/480 volt 60 hertz building power distribution system. The signal frequencies for the Senate Clocks are centered at 2633, 3510, 4200 and 5010 hertz and have a bandwidth of 200 hertz. The receivers are powered at 120 volts. The variable speed motor controllers procured herein shall have no effect on the legislative call electronic signal system, nor shall the variable speed motor controllers be affected by that signal. The median amplitude of the legislative call electronic signal throughout the power distribution system is 1.5 volts.
    - b. The Dirksen Senate Office Building contains a large population of computer systems, including computer terminals, mini-computer systems, and personal computers. The variable speed motor controllers shall introduce no voltage transients or constant noise

- components which exceed 250 millivolts at any frequency between 1,000 and 10,000 hertz to the 480 volt, 60 hertz building distribution system.
- c. The Contractor shall submit suitable calculations to indicate that the controllers will be compatible with the systems listed and comply with the performance requirements specified in Paragraph a. and b., above. If the controllers do not meet these requirements, the Contractor shall provide all necessary additional equipment including, but not limited to, filters, inductors or isolation transformers, which is required to satisfy these Special Requirements at no additional cost to the Government.
  - d. Following installation of each of the controllers procured herein, measurements will be made by the Government at the point of common coupling to the building power distribution system as shown on the single line riser diagram. Several measurements will be made with all variable speed motor controllers in operation at various output frequencies to verify compliance with the performance requirements specified in Paragraph a. and b., above.
- 2. **A voltage control system** which utilizes direct current voltage obtained from a four (4) quadrant, twelve (12) SCR, full wave regenerative silicon controlled rectifier drive shall be provided. The silicon controlled rectifiers or thyristors shall be provided with means for proper heat dissipation, switching arrangements to permit the passage of regenerated power and a smoothing reactance to eliminate completely mechanical vibrations and structure borne sound from ripple voltage transients.
  - 3. **Suitable switches shall** be provided to control the static control from the machine room and (where specified under method of operation) from the car. The switches shall be arranged so that the motor drive unit may be energized or de-energized from the car and Firefighters' Service Panel.
  - 4. **During the releveling**, sudden application of full output from a solid state control amplifier shall not cause the car to move more than nine inches from the floor level in either direction of travel.
  - 5. **Transformers shall be grounded** according to the NEC.
  - 6. **Verify that existing feeders** will meet the requirements of the new SCR drive.

#### 2.4 MACHINE ROOM EQUIPMENT: (Elevator Nos. 3 and 4)

- A. **General:** Existing machine room will be reused.
- B. **Machine Beams and Other Support Steel:** Existing elevator machine beams, sheave beams, dead end beams, and rope fastening plates shall be reused. All beam anchorings shall be examined and made secure. All fastenings shall be examined and made secure. If additional support beams are required, Contractor shall notify the Architect in a timely manner in writing stating all facts and recommendations.
- C. **Governor:** New, centrifugal type conforming to Code. Mount over the hoistway and connect to the car safety tripping mechanism by means of a wire rope. The governor rope shall pass over the governor sheave and under the weighted-tension sheave in the pit.
  - 1. **Jaw Design:** The governor jaws shall grip the cable with a minimum delay after the governor reaches its tripping speed and shall be held in engagement with the



cable by springs and the tension of the governor cable. Design governor jaws so that the governor cable may slide through them after the safety has set without damage to the cable.

2. **Adjustment:** Accurately adjust the governor to operate within limits specified by the Code. All adjustable parts shall be sealed.
3. **Switches:** The operation of the governor on overspeed shall open a switch disconnecting the power to the elevator before a safety mechanism has tripped. A second switch shall be provided to remove power to the elevator.
4. **Marking Plate:** Provide a metal marking plate securely fastened to the governor and marked with governor tripping speed, rope size and construction.
5. **Tension Sheave:** The new tension sheave in the pit shall be mounted in a weighted steel frame securely fastened to the main car or counterweight guide rails and provided with guides or pivot points to enable free vertical movement. The existing tension sheaves may be reused if suitable. Provide adequate bearings to ensure noiseless operation.

- D. **Sleeves and Guards:** Provide sleeves for conduit and other holes, projecting above the concrete slab. Provide 2" steel angle guards around cable or duct slots. Provide rope guards for all sheaves and cables.

#### 2.5 **HOISTWAY:** (Elevator Nos. 3 and 4)

- A. **General:** Except as noted, existing equipment shall be refurbished and retained if compatible with new operation and components. Provide any modification or addition necessary to meet current code standards.
- B. **Supports:** Mount machine beams in beam pockets or on steel. Provide all required forms, templates, and sleeves to ensure that openings in slabs over hoistway are of proper size, location, and orientation. Provide minimum 12 ga. metal sleeves projecting 2" above concrete slab for all hoisting rope and governor rope openings.
- C. **Inserts:** Furnish required concrete inserts and similar anchorage devices for the installation of guide rails, machinery and other components of elevator work.
- D. **Guide Rails:** Retain existing car and counterweight guide rails and brackets. Thoroughly clean all guide rails of grease, oil and other foreign substances, file and remove all rough edges and surfaces and tighten brackets, bolts and guide clips for smooth and quiet operation of car and counterweight.
1. Provide any required rail backing and/or intermediate tie brackets to comply with Code.
  2. Guide rails shall be realigned with a maximum deviation of 1/8 inch from plumb in all directions. Show guide rail loads on safety application on shop drawings.
- E. **Car and Counterweight Buffers:** Provide new pit-mounted car and counterweight buffers having adequate stroke designed to bring fully loaded car and counterweight to rest from governor tripping speed at average rate of retardation not exceeding gravity. Oil buffers shall be of spring return type. Means shall be provided for checking oil level.
1. Provide a new buffer switch in an independent circuit from the safety string circuit.

2. Remove existing counterweight riding buffer.
- F. **Counterweight Frames:** Retain the existing counterweight frames. Thoroughly clean and secure all fastenings. Add or remove weights to assure proper counterbalance. Metal filler weights shall be held securely in alignment with tie rods passing through holes in the weights and frame members. Equip rods with locknuts secured by cotter pins at each end.
1. **Counterweight and Guard:** Counterbalance each elevator with weight equal to weight of elevator car plus 40% of rated load for geared machines or 42.5% for gearless machines.
- G. **Hoisting and Governor Ropes:**
1. **Hoisting Ropes:** Provide new preformed hoist ropes of proper size and number to insure good wearing qualities. Hoisting ropes shall be designed for elevator service, with flexible construction traction steel with lubricated fiber core; sized and provided with number of strands to suit load imposed. Ropes shall be free of kinks and displaced or broken wires. As a minimum, the number of ropes shall comply with the factor of safety requirements of the Code, Rule 212.3.
  2. **Governor Ropes:** Provide new governor ropes, of construction and composition required for the governor furnished. Under normal operation of the elevator, the governor rope shall run free and clear of rope guards and other stationary parts.
  3. **Shackles:** Provide all new wedge clamp shackles through out . All shackles on the car and counterweight shall be secured/prevented from twisting by means of a section of 1/8" cable of sufficient length to pass through all shackle eyes and laid back on itself with a minimum of slack with two (2) bolted "u-clamps" of the appropriate size securing both ends together at each location. Provide sound-deadening material around shackles.
  4. **Compensating Ropes :** Remove existing compensating ropes and sheaves and replace with silent type compensating chains.
- H. **Normal and Final Terminal Stopping Devices:**
1. **Normal Device Operation:** Provide new normal terminal stopping devices, consisting of electrical contacts located on top of the elevator car which are operated by cams mounted at the top and bottom of the hoistway. This device shall automatically bring the elevator to a stop at the top and bottom terminal landings with any load up to and including 125% of the contract capacity from any speed attained in normal operation. This device shall operate independently of any other operating devices and shall continue to function until the final limit switch operates.
  2. **Final Device Operation:** Provide new final limit switches located at the top and bottom of the hoistway and shall be arranged to automatically stop the car and counterweight within the predetermined over-travel limits, independently of all other operating devices. When operated, final terminal stopping device shall prevent further normal operation.
    - a. Final limit circuit shall have an exclusive connection to the safety string circuit.

3. **Rollers:** Switches shall be equipped with engaging arms provided with polyurethane-tired rollers for engagement with cams.
- I. **Deflector and Secondary Sheaves:** Replace all sheaves with new to match existing except new sheaves shall have new roller bearings with grease fittings.
- J. **Fascia, Toe Guards, Dust and Hanger Covers (Reuse):** Thoroughly clean, make all fastenings secure, replace missing pieces, and paint with one coat of machinery enamel. Replace any missing panels with new.
- K. **Struts and Headers (Reuse):** Thoroughly clean, make all fastenings secure, and paint with one coat of machinery enamel.
- L. **Pit Equipment:**
  1. **Emergency Stop Switch:** Provide manually operated, enclosed-type switches. Provide either red operating handles or red pushbuttons, permanently labeled as to function with the words: "STOP" and "RUN." Conspicuously label the switch with "Emergency Stop Switch." When operated, power shall be removed from the hoist motor and brake. Location of stop switches shall be as per code.

## 2.6 CAR FRAME AND PLATFORM:

- A. **Refurbish Existing Frames:** Check for proper alignment and correct if necessary. All bolt connections shall be checked, tightened or replaced where necessary. Provide balancing weights and frame to achieve true static balance front to rear and side to side.
- B. **Guide Rollers:** Provide new rollers to existing guides.
- C. **Provide new,** best quality isolation pads and steady plates.
- D. **Car Sills:** Provide new Nickel Silver sills with bronze color finish to match adjacent trim.

## 2.7 PASSENGER CAR ENCLOSURE:

- A. **General:** Include ventilation, lighting, ceiling finish, wall construction, sub-floor, access doors, doors, power door operators, sill trim, accessories, and top of car locked emergency exit unless indicated as not work of this Section. Verify all field dimensions and construction, including thicknesses of materials.
  1. **Materials and Fabrication:** Provide selection as indicated for each car enclosure surface; manufacturer's standards, but not less than the following: See drawings

- a. **Car Shell:** 14 gauge steel panels
  - b. **Side and Rear Walls:** Stone veneer panels, attached to shell with Z-clips.
  - b. **Headers, Doors, and Return Panels:** Brushed Bronze.
  - c. **Dome:** 12 gauge steel with emergency exit to coincide with the ceiling design.
  - d. **Fabricate car** with recesses and cutouts for signal equipment.
  - e. **Ceiling:** Mahogany/Glass - Refer to Drawing and Finish Schedule.
  - f. **Base:** Granite.
  - g. **Bumper:** Vinyl over aluminum.
  - g. **Floor:** Provide new sub-floor to match existing material. Carpet will be furnished and installed by the Government.
2. **Submit shop** drawings showing all details of the cab, materials and the method of fastening all materials for approval. Cab dimensions are included on the Elevator Schedule at the end of this Section.
  3. **Finish Schedule**

Item	Material	Color	Finish	Dimension
Base	Granite	Cold Spring Black	Polished	12" H
Bumper	Aluminum, Vinyl	Black	Rounded	Standard
Wall	Veneer Panel	AZALEA	Polished	Varies
Wall	Bronze	Bronze	#4, Brushed	n/a
Ceiling	Mahogany	Match Existing DSOB Elev. No. 9	Satin	Varies
Ceiling	Glass	Opalescent	Laminated	Per code
Ceiling	Bronze	Bronze	#4, Brushed	Strips

- B. **Ventilation System:** Provide new and arrange to exhaust air through and across new ceiling.
  1. The system shall include a blower driven by a direct connected motor and mounted on top of car with rubber isolation to effectively prevent transmission of vibration to the car structure. The blower shall have not less than two operating speeds with a rated free delivery air displacement of approximately 800-900 and 500-600 C.F.M. at the respective speeds. The unit design and installation shall be such that the maximum noise level when operating at high speed shall not exceed 5 decibels from a reading approximately 5 feet above the car floor.
  2. A three position (Off-Low-Hi) switch to control the unit shall be provided in the car service cabinet.

- C. **Car Lighting:** Provide car light switch in the car operating panel to turn car interior lighting on and off. Provide car interior lighting meeting code requirements and as specified on Contract drawing.
- D. **Emergency Car Lighting:** Provide emergency lighting system for each car consisting of a rechargeable battery, charger, controls and light fixture. The system shall automatically provide emergency light in the car upon failure or abnormal interruption of the normal car lighting service and shall function irrespective of the position of the light control switch in the car. The system shall be capable of maintaining a minimum illumination of 1.0 footcandle when measured 4 ft. above the car floor and on the main and auxiliary operating control panel for a period of not less than 4 hours.
1. **Battery:** 6 volt min., sealed, maintenance-free, of either lead-acid or gel cell construction and designed to provide a life expectancy of not less than 10 years. The term "sealed" specified means sealed against loss of electrolyte and against gassing, except for over-pressure vents which shall be leak-proof. Batteries using adaptor type water conserving or catalytic devices are not acceptable.
  2. **Charger:** The charger, including rectifier and controls, shall be solid-state, except load relay, if used, shall be hermetically sealed. The charger shall be of two-rate design and shall be capable of restoring the battery to full charge within 16 hours after resumption of normal power supply following a continuous discharge of four hours through the connected lamp load and automatically maintaining the battery in full charge under normal power supply conditions.
  3. **Housing:** House the battery, charger and controls in an enclosure fabricated of either sheet steel or molded high-impact plastic with a dust-tight cover. Design the enclosure for permanent mounting on the elevator car top and of sufficient strength to support a 200 lb. person without malfunction or damage.
  4. **Test Switch:** Provide on the exterior of the enclosure, a constant pressure switch that automatically returns to the "OFF" position when released and a pilot light for periodic testing of battery and lamps. Provide behind the locked service panel in car a constant pressure switch that automatically returns to the OFF position when released. Switch in car panel shall be labeled "Emergency Light Test Switch."
  5. **Light Fixture:** The light fixture shall consist of reflector, lamps, lamp sockets, lens and housing as an integral part of the main control panel. Two lamps of equal wattage incandescent type shall be provided.
- E. **Car Doors:** Provide center opening doors. Door panels shall be labeled as evidence of conformance with the construction, installation, fire test and labeling requirement of the A17.1 Code. Certificate may be furnished in lieu of labels for oversized entrances.
1. **Car Doors shall be hollow metal flush panel construction**, not less than 1 inch thick. The door shall be hung on two point suspension sheave type ball bearing hangers similar to those specified for hoistway doors except that sheaves shall be of sound reduced design. The door panels shall be rigid and reinforced for installation of hangers, door operating equipment, door reopening device and hardware, and unlocking zone device. Each door panel shall be guided at the bottom by two nylon or composition gibs engaging door threshold grooves with a minimum clearance. Gibs shall have fire stops bent and be easily replaceable, without removing doors from hangers. Rubber bumpers shall be provided for door similar to those specified for hoistway doors.

2. **Provide new tracks for hangers** comparable to those supplied for the hoistway doors. Tracks shall be fastened to the header at frequent intervals to insure permanent track alignment.
  3. **Provide new electrical contacts** arranged to operate with the car doors so that the elevator cannot be operated unless the doors are closed or within the tolerance allowed by A17.1.
  4. **Passenger Restraining Device:** Provide passenger restraining devices in conformance with the A17.1 Code, to prevent opening of car door from inside the elevator if the elevator is outside its landing zone.
  5. **The doors shall have interior surface** faced with No. 16 US gauge Brushed Bronze. Facing shall be extended around the edges of the panel and returned ½" inch minimum around the outside of the hoistway face.
  6. **Provide new sight guard** attached to leading edge of car door, except where a re-opening device or devices on the car door or car require the omission of the sight guard. The sight guards shall be .06 inch thick formed of the same material and finish as the car side of the door.
  7. **Entrance Wiring:** The interlock wiring of all elevator entrances shall conform to the requirements of the A17.1 Code. Termination in the interlock box shall be sleeved with an fire-resistive eyelet or other approved type jacket.
- F. **Door Operator:** Provide automatic high speed, heavy duty, master VVF closed loop door operators with minimum ½ HP direct current drive motor, fabricated to open and close car and hoistway doors smoothly under all operating conditions for each elevator. Fabricate operating levers of heavy steel members with all pivot points provided with ball or roller bearings. Design operator to withstand, without damage, ordinary reversal of door panels. Affect reversal from intermediate position without delay, operating smoothly, continuously, and without jerk, rebound or slam. Provide special adjustment tool if necessary.
1. **Car and hoistway doors** shall simultaneously open automatically when a car arrives at a terminal to permit egress of passenger(s) whether or not the terminal floor call has been registered in the car and automatically close the doors simultaneously at the expiration of the open timing.
  2. **Provide door operators** which are capable of operating doors from closed position to within 3" of "full-open" position at speed of 3 fps. When in "Automatic" operation, close doors at approximate speed of one foot per second after predetermined time interval. Accomplish reversal of direction of the doors from the closing to opening operation, whether initiated by the door edge reopening device, the photoelectric device or the door open button, within no more than 2-1/2" of door movement. Particular emphasis is placed on obtaining quiet interlock and door operation and smooth, fast dynamic braking for door reversals and stopping of the doors at both extremes of travel.
    - a. Provide high internal resistance type motor capable of withstanding high currents resulting from stall without damage.
    - b. Arrange door operating mechanism so that in case of interruption of power or failure of the operating circuits the car and hoistway doors can be readily opened by hand from within the elevator car. It shall not be possible for the doors to open by power unless the elevator is within the leveling zone.

3. **Mount door operator** on car door header braced to the car frame independent of the car enclosure to prevent any movement of the car during the opening and closing of the car door.
  4. **Provide new door operator header** constructed of at least 3/16" thick steel and so shaped to provide stiffening flanges at top and bottom, extending its entire length.
- G. **Infra-Red Photoelectric Curtain:** Install one unit per car. Refer to Article 2.1 for performance requirements.

## 2.8 CONTROL PANELS:

- A. **General:** Provide a new main car and auxiliary control station for each elevator. Each shall consist of a flush mounted faceplate and a metal box containing the operating devices. Each shall be mounted in front return panel. Submit drawings and samples for approval. All function of the buttons and switches shall work as the old. Faceplates shall be #4 Brushed Bronze and all metals shall match with the returns.
1. Configuration of all control panels, fixtures, lights and buttons listed below shall match that of Elevators Nos. 1 through 12 in the Hart Senate Office Building.
  2. Provide car floor buttons corresponding to the floors served for registration of car stops. Car buttons shall not protrude beyond the faceplate when in the normal position. Call registered lights, located within or behind the buttons, shall illuminate the button corresponding to the call registered.
  3. Exposed buttons and controls shall be suitably identified in conformance with ADA requirements.
  4. Provide an alarm button at the bottom of the car stations to ring a bell located in the hoistway.
  5. Provide a door open and close button.
  6. Firefighter's Service key switch, cancel button and light shall be located in the main car operating panels only.
  7. Engrave car number in each operating panel.
  8. Provide a keyed stop switch.
  9. Provide a locked service panel, described below, located below the main car control station, that contains the following controls:
    - a. A toggle light and fan switch.
    - b. A key-operated Independent Service switch to permit the selection of independent or automatic operation.
    - c. An audible signal to announce the stopping or passing of a landing served by the elevator.
    - d. A keyed inspection switch to permit the movement of the car from the hoistway access switches. Keying shall be same as access switch.
    - e. Each control device and its operating positions shall be identified by engraved letters painted black on the control panel surface.
    - f. A emergency light test switch.
- B. **Emergency Telephone and Firefighter's Communication System:** Provide a new hands free telephone as described in "Communications System" article below.

- C. **New digital car position indicator and directional arrow** shall be provided for each elevator cab as an integral part of car main and auxiliary control station. The floor and direction indications shall be a minimum of 2 -inches high.
- D. **Audible Signal:** Lantern shall contain a gong which will sound once for an upward traveling car and twice for a downward traveling car. Audible signal shall sound when approaching floors prior to arriving. The Audible Signal shall be adjustable, of no less than 20 decibels and with a frequency of no higher than 1500 HZ.
- E. **Car Emergency Signal Bell:** The car emergency signal bell shall be of the monitor type suitable for outlet box mounting and shall have a six (6) inch diameter gong. The bell shall be arranged to sound when the emergency alarm device in the car operating panel is pressed. The bell shall be energized by a suitable signal transformer connected through fuses to signal electric service source. Unless otherwise specified, the emergency signal bell shall be mounted in elevator hoistway at a lower main terminal.

## 2.9 SIGNAL EQUIPMENT:

- A. **Hall Call Stations:** Replace all existing hall stations with new hall stations. Provide units with flat faceplate designed for flush-mounting on wall with body of unit recessed in wall. Provide vandal-proof, mechanical displacement type call buttons. Hall call buttons shall have illuminated registered directional arrow indicators and shall have their function indelibly, identified on the face plate by an engraved symbols complying with ADA requirements. All disturbed surfaces shall be repaired using materials similar to those of adjacent surfaces.
  - 1. **Finish:** Brushed Bronze finish, U.S. No. 4.
  - 2. **Mounting Location:** Locate new normal service fixtures positioned with centerline 42" above finish floor. Existing location for passenger hall call buttons, installed in marble, may be replaced in existing opening.
    - a. All cutting of marble or decorative wood shall be done by the Architect. Provide layout of necessary cuts at the proper height and location for the Architect.
    - b. A new set of hall buttons at all floors between each pair of elevators.
  - 3. **Button Configuration:** The buttons shall be of heavy and substantial construction with contacts and wearing parts of materials and sizes to meet the severe requirements of elevator service. Buttons shall be at least 3/4 inch in size.
  - 4. **Landings Served:** Varies - refer to *Elevator Schedule* at the end of this Section.
- B. **New digital car position indicator and directional arrow** shall be provided for each elevator cab as an integral part of car control station. The floor and direction indications shall be a minimum of 2 -inches high.
- C. **New Digital Combination Message, Hall Lanterns, Position and Directional Indicators: (Elevator Nos. 3 and 4 only)**
  - 1. Provide each elevator at each floor with illuminated lantern type "up" or "down" signal arrow, digital floor designation, digital direction indicators, audible chime and digital scrolling message display. New faceplates shall be brushed bronze.



Assembly shall not be attached to the faceplate. The floor and direction indications shall be a minimum of 2 -inches high.

- a. Provide special message capability in the unit described above. Message shall be able to be entered through the computer keyboard/connection in the machine room specific to that bank of elevators and the Elevator Division office located in SDB-07 of the Dirksen Senate Office Building.
  - b. Dot matrix unit shall be capable of a scrolling display with the following automated car and/or group messages plus any other message deemed appropriate and typed into the control system by individuals with appropriate password at the areas described above:
    - 1. Elevator # (*default message*)
    - 2. Elevator is Out of Service.
    - 3. Elevator is on full load by-pass.
    - 4. Elevator is on Fire Emergency Service and is returning to main fire landing.
    - 5. Elevator is on Fire Emergency Service and is returning to alternate fire landing.
    - 6. Elevator is on Emergency Power.
    - 7. This Elevator is on Independent Service.
    - 8. This Elevator is on Inspection Service.
    - 9. Any other customized message typed in from machine room or elevator shop.
  - c. Dot matrix unit shall be activated/changed by electronic command from associated machine room or elevator shop.
- D. **Audible Signal:** Lantern shall contain a gong which will sound once for an upward traveling car and twice for a downward traveling car. Audible signal shall sound when approaching floors prior to arriving. The Audible Signal shall be no less than 20 decibels and with a frequency of no higher than 1500 HZ
- E. **Car Emergency Signal Bell:** The car emergency signal bell shall be of the monitor type suitable for outlet box mounting and shall have a six (6) inch diameter gong. The bell shall be arranged to sound when the emergency alarm device in the car operating panel is pressed. The bell shall be energized by a suitable signal transformer connected through fuses to signal electric service source. Unless otherwise specified, the emergency signal bell shall be mounted in elevator hoistway at a lower main terminal.

## 2.10 COMMUNICATION SYSTEMS

- A. **General:** Provide for each elevator an emergency hands-free telephone. All emergency and intercommunication system wiring shall be in accordance with manufacturer's recommended specifications and provided in shielded and filtered conductors to prevent interference as required.
- B. **Emergency Telephone:** Provide a complete Emergency Telephone system. Provide single button, hands-free unit, telephone line powered, auto-dial, and capable of operating with Dual Tone Multiple Frequency (DTMF) as an integral part of the car station. Provide microprocessor controlled unit with no battery required (i.e., the microprocessor

will utilize non-volatile memory)). Operating range shall cover -20 deg. C to +60 deg. C. Register telephone under FCC Regulations, Part 68 and must comply with NEC 800-1(I) per UL1459. Telephone shall interface with existing systems and shall meet the following requirements:

1. **Equip telephone** with a red emergency push button which automatically connects user to three pre-programmed (auto-dial) locations sequentially activated: the Superintendent's Office,. Equip emergency button with approved tactile identification. The emergency push button disconnect shall lockout during the initial calling cycle. Provide a red LED to indicate that the emergency call has been acknowledged. Provide auto-dialer(s) with 20 digit telephone number capacity, programmed to dial the sequential telephone number if the requested number is busy or does not answer. Provide for independent adjustment of speaker volume and microphone sensitivity. Provide three installation tools and deliver them to the Architect.
  2. **Telephone shall include** the following programmable disconnect options:
    - a. **LOCKOUT (Line Seizing):** Call may only be terminated by the called party.
    - b. **POSITIVE CONNECTION (DTMF DISCONNECT):** DTMF receiver monitors the line until the "#" tone is received from the called party.
    - c. **BACKUP:** Interruption of the loop current when the called party returns on hook.
    - d. **CALL SAFETY:** DTMF receiver monitors the line until a continuous dial tone is detected for 15 seconds.
    - e. **TIMEOUT (Dial tone disconnect):** Independent time out, adjustable from 1 to 15 minutes (1 minute increments).
    - f. **CALLER DISCONNECT:** The calling party may disconnect by depressing this button after the initial time on feature disables.
    - g. **TIME ON:** The 8 - 10 second period where manual disconnection is not possible.
  3. **Telephone shall** be user-programmable. Access to the DTMF programming mode shall require an authorization code number which may be modified by authorized government personnel. The telephone may not contain any mechanical programming devices that may be compromised or changed by unauthorized access to the telephone enclosure. Provide a written record of the access code to the Architect.
  4. **Auto Answer:** When called from the monitoring station, the telephone shall provide a path for conversation or monitoring (when in monitoring mode, a labeled indicator lamp shall light or flash to inform the car occupant that the monitoring system in use), and provide remote operational verification capability.
  5. **Auxiliary Output:** Provide an isolated auxiliary output terminal to protect telephone circuitry from transient voltage while providing an activation signal for ancillary equipment (i.e., CCTV actuation or security VCR activation).
- C. **Firefighter's Elevator Communications Equipment :** Provide a complete elevator fire communications system. The system and all components shall be listed by an approved, nationally recognized testing laboratory for fire signaling use, meeting all requirements of

National Fire Protection Association (NFPA) Standards 72 (1990), except as modified herein.

1. **Equipment Qualifications:** All components of the system shall be furnished by a single manufacturer, shall be of current design and shall be in regular and/or recurrent production.
2. **System Requirements:** The system shall function as a common talk, closed circuit, supervised firefighter's telephone communication system. The system shall include, but not be limited to, an approved phone station in all elevator cabs, approved fire rated wiring between the elevator and its associated machine room terminal identified in "Life Safety Terminal", and the communications terminal.
3. **Physical Requirements:** Provide flush mounted remote firefighter's telephone stations. Equip each station with a hinged door, locked by means of a firefighter's key. Engrave cover plate using a contrasting background with the words "Fireman's Telephone". Permanently wire handset in place with strain-relieved stainless steel armored cable that will not prevent the phone from being hung-up and cradled. Each handset shall be red high-impact polycarbonate plastic or an approved equal. Equip with a push-to-talk switch, which will signal the master control station.
4. **Telephone wiring:** An additional telephone wire from the firefighter's telephone cabinet in the elevator which is to be clearly labeled, "fireman's telephone spare" at each terminal

2.11 **ELEVATOR MONITORING SYSTEM:** (Elevator Nos. 3 and 4)

- A. **General Description and Purpose:** Provide remote dedicated computer system monitoring system(s) for acquiring, recording and reporting information about elevator operation. The system(s) shall be capable of detecting elevator malfunctions, gathering statistics, reporting and recording alarms, displaying real-time car status and performing traffic analysis. The system(s) shall have at a minimum all the capabilities and be capable of interfacing with the Architects existing monitoring system(s). The use of an overlay system to interface with the existing monitoring system(s) shall not be permitted.
- B. Provide controller manufacturers new complete remote Central Monitoring System and Multi System Display monitoring system(s) in SROB-13 motor room located in the Russell Senate Office Building. System shall have the exact capabilities of system(s) located in the Senate Elevator Division office located in SDB-07 of the Dirksen Senate Office Building after the addition of Dirksen elevator(s) three(3) and four(4). Provide all necessary hardware, software and wiring for communications and reporting. All communications between remote monitoring system(s) and controllers shall be accomplished using line drivers. The use of overlay system(s) shall not be permitted.
- C. Monitoring system locations and types:
  1. Senate Elevator Division office located in SDB-07 of the Dirksen Senate Office Building.
    - a. Central Monitoring System, security control, traffic data acquisition and reporting.
    - b. Multi Group System Display

2. Senate Elevator Division motor room SROB-13 located in the attic of the Russell Senate Office Building.
  - a. Central Monitoring System, security control, traffic data acquisition and reporting.
  - b. Multi Group System Display
3. Basement lobby area of DSOB elevator nos. 3 and 4.
  - a. Group system display

### **PART 3 - EXECUTION**

#### **3.1 SITE CONDITION INSPECTION:**

- A. **Prior to commencement** of equipment installation, examine hoistway cab and machine room areas. Verify that no irregularities exist which affect execution of work specified.
- B. **Do not proceed with installation** until existing work in place conforms to stated project conditions.

#### **3.2 PREPARATION AND PROTECTION:**

- A. **Protection:** Furnish, erect and maintain catch platforms, lights, barriers, weather protection, warning signs and other items as required for proper protection of the public, occupants of the building, workmen engaged in work and adjacent construction. Multiple hoistway shall be screened from top to bottom during construction. All hoistway entrances under construction shall be barricaded, top to bottom. Barricade plan shall be submitted to the Architect for approval.
  1. Provide and maintain temporary protection of the existing structure designated to remain where removal and new work is being done, connections made, materials handled or equipment moved.
  2. Maintain adequate fire extinguishers within sight of the work at all times that any cutting or torching operations are performed on the Work.
  3. Provide temporary locked, painted, fireproof wooden enclosures around the hoistway entrance the cab is being built or worked on. Enclosures to be approved by the Architect. Provide a spare key to the enclosures to the Architect and Senate Superintendent.
- B. **Debris Containment:** Take necessary precautions to prevent dust from rising by wetting removed debris. Protect unaltered portions of the existing building affected by the operations under this Section by dust-proof partitions and other adequate means.

#### **3.3 REMOVAL OF EXISTING EQUIPMENT:**

- A. **General:** Perform removal and alteration work as indicated, with due care, including shoring, bracing, etc. Be responsible for damage, which may be caused by such work, to any part or parts of existing structures or items designated for reuse. Perform patching restoration and new work in accordance with contract requirements.
- B. **Provide means to remove existing** and/or new equipment in the machine rooms. Provide any demolition and repair made necessary by this requirement. Submit the scope/plan of any necessary removal to the Architect for approval before starting work.
- C. **Component Deposition:** Materials or items designated to become the property of the Architect shall be removed with care and stored in a location designated by the Architect. Remove such items with care, under the supervision of the trade responsible for reinstallation; protect and store until required. Replace any material or items damaged in its removal to the satisfaction of the Architect. Materials or items removed and not designated to become the property of the Architect or be reinstalled shall become the property of the Contractor and shall be removed from the property.

#### 3.4 ELEVATOR MODERNIZATION:

- A. **General:** Install equipment in accordance with Manufacturer's direction, referenced codes, and contract requirements. Install machine room equipment with clearances in accordance with referenced codes and contract requirements.
- B. **New Equipment:** Provide required new components and install in accordance with manufacturer's written instructions. Modify new equipment to accommodate existing conditions only in conformance with approved shop drawings.
  - 1. Fabricate and assemble various parts in shop to minimize field assembly. Assemble parts which require close field fit in the shop and mark for field erection.
- C. **Refurbished Equipment:** Where existing equipment and fixtures are indicated to be re-used, repair such equipment and fixtures and put in perfect working order. Coordinate required refinishing of exposed metals, wood and like material with the Architect.
- D. **Cleaning:** Clean the following items of oil, grease, scale, and other foreign matter.
  - 1. Existing components scheduled to remain.
  - 2. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
  - 3. Machine room equipment and floor.
  - 4. Neatly touch up damaged factory-painted surfaces with original paint and color. Protect machine-finish surfaces against corrosion.
- E. **Maintenance Provisions:** Install items so they may be easily removed for maintenance and repair; and so that access for maintenance is safe and readily available.

#### 3.5 ADJUSTMENTS:

- A. **Alignment of Guide Rails:** Align guide rails vertically with tolerance of 1/8" in 100'. Secure joints without gaps and file any irregularities to a smooth surface.
- B. **Balance Cars:** Balance cars to equalize pressure of guide shoe rollers on rails.
- C. **Lubrication:** Lubricate all equipment in accordance with Manufacturer's instructions.
- D. **Adjustments:** Adjust motors, generators, brakes, controllers, leveling switches, limit switches, stopping switches, door operators, interlocks and safety devices, etc., to achieve required performance levels.

### 3.6 PAINTING AND FIELD FINISHING:

- A. **All equipment and metal work** installed or reused under this contract, which does not have a baked enamel or special architectural finish and which is exposed in the hoistway, shall be cleaned and painted one field coat of enamel. The shank and base of the T-Section of the guide rails shall be thoroughly cleaned and painted one field coat of black metal enamel.
- B. **All machine room equipment** shall be painted upon completion of the installation with the manufacturer's standard machinery enamel. Machine room wall shall be painted with a latex paint and the floor with a enamel paint. The elevator shop foremen will approve the type and color of paint.

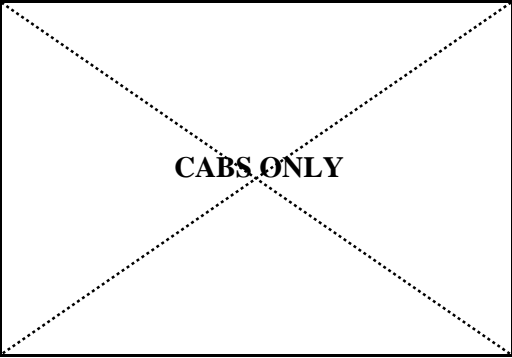
### 3.7 ACCEPTANCE INSPECTIONS AND TESTS:

- A. **General:** Inspection and tests of the installed equipment shall be made in the presence of a representative of the Architect. Perform tests required by ASME A17.1 Safety Code For Elevators And Escalators, with procedures described in ASME A17.2 Inspectors' Manual for Elevators and Escalators. The Contractor shall be responsible for providing the necessary equipment (weights, meters, etc.) to perform any and all tests. Final acceptance shall only be given after all field quality control inspections and tests are complete, and all submittals and certificates have been received. Accurate alignment of sheaves will be checked at time of final inspection to insure minimum rope wear.
- B. **Required Tests:** Perform the following tests:
  - 1. Door operation and closing force.
  - 2. Capacity tests.
  - 3. Leveling tests.
  - 4. Safety tests.
  - 5. Starting, accelerating, running.
  - 6. Decelerating, stopping accuracy.
  - 7. Equipment noise levels.
  - 8. Signal fixture operation.
  - 9. Overall ride quality.
  - 10. Monitoring system functioning properly.

- C. **Test Results:** In all test conditions, obtain specified speed, performance times, floor accuracy without releveling, and ride quality to satisfaction of the Architect.
1. Temperature rise in windings limited to 50 degrees Celsius above ambient. Conduct a full-capacity, one-hour running test, stopping at each floor for 10 seconds in up and down directions, if equipment performance is questionable in the Architect's judgement.
  2. Notify Architect 10 days in advance when ready for final review of each elevator unit or group.
- D. **Performance Guarantee:** Should these tests develop any defects or evidence of poor workmanship, any variance or noncompliance with the requirements of the specified codes and/or ordinances or any variance or noncompliance with the requirements of these specifications, the following work and/or repairs shall be completed at no expense to the Government:
1. Replace equipment that does not meet Code or specification requirements.
  2. Perform work and furnish labor, materials and equipment necessary to meet specified operation and performance.
  3. Perform and assume cost for retesting required by Governing Code Authority and Architect to verify specified operation and/or performance.
- E. **Punch List :** All punch list items for all elevators shall be completed within 30 days of the acceptance of the final elevator completed.

### 3.8 ELEVATOR SCHEDULE (EXISTING)

*Refer to Elevator Schedule, next page.*

<b>ELEVATOR SCHEDULE (EXISTING)</b>			
<b>Item / Elevators No.</b>	<b>3 and 4</b>	<b>5 and 6</b>	<b>8 and 9</b>
<b>Capacity (lbs.)</b>	3,500	3,500	3500
<b>Stops/Opening (Front)</b>	9	7	9
<b>Floor Designations</b>	SB,B,G,1 thru 6	G,1 thru 6	SB, B, G, 1 thru 6
<b>Main (Designated) Floor</b>	G	G	1
<b>Car Size (W/D/H)</b>	7'2" / 4'8" / 8'	6'8" / 4'8" / 8'2"	7' / 5'2" / 8'1"
<b>Entrance Size (W/H)</b>	4' / 7'	3'6" / 7'	4' / 7'
<b>Entrance Type (Speed/Opening)</b>	single speed / center	single speed / center	single speed / center
<b>Speed (feet/minute)</b>	500		
<b>Rise (Feet)</b>	110		
<b>Hoist Machine (Type/Location)</b>	Gearless / Overhead		
<b>Hoist Machine Power Characteristics (V/A/HP)</b>	195 / 167 / 39		
<b>Roping</b>	2:1		

*\*\*Contractor to verify all information prior to construction.*

END OF SECTION 14212



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# ATTACHMENTS

GENERAL DECISION: **DC20030003** 06/24/2005 DC3

Date: June 24, 2005

General Decision Number: **DC20030003** 06/24/2005

Superseded General Decision Number: DC020003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	10/03/2003
2	10/31/2003
3	01/09/2004
4	03/19/2004
5	04/02/2004
6	05/14/2004
7	06/11/2004
8	06/18/2004
9	06/25/2004
10	07/02/2004
11	07/09/2004
12	07/16/2004
13	08/13/2004
14	08/20/2004
15	09/17/2004
16	09/24/2004
17	10/29/2004
18	11/12/2004
19	01/21/2005
20	04/01/2005
21	05/06/2005
22	06/03/2005
23	06/10/2005
24	06/24/2005

ASBE0024-001 03/01/2005

Rates

Fringes

Asbestos Worker/Heat and  
Frost Insulator

Includes application of  
all insulating materials,  
protective coverings,  
coatings and finishes to  
all types of mechanical  
systems. Also the  
application of  
firestopping material for  
wall openings and  
penetrations in walls,

floors, ceilings and curtain walls.....	\$ 25.10	11.91
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ASBE0024-002 03/01/2005

	Rates	Fringes
Hazardous Material Handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 11.93	5.85

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\* BRDC0001-001 05/01/2005

	Rates	Fringes
Bricklayer.....	\$ 25.00	6.09

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CARP0132-006 05/01/2005

	Rates	Fringes
Carpenter (Including Drywall Hanging).....	\$ 22.89	5.39
Piledriver.....	\$ 21.47	5.81

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ELEC0026-003 09/02/2002

	Rates	Fringes
Communication Technician.....	\$ 20.60	5.09

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

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ELEC0026-016 06/06/2005

	Rates	Fringes
Electrician (Excluding Communication-Low Voltage Wiring).....	\$ 30.15	9.90+3%+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

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ENGI0077-009 05/01/2004

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 23.57	5.62+a
Cranes (35 tons and above).. <td>24.74</td> <td>5.62+a</td>	24.74	5.62+a
Cranes (under 35 tons).....	\$ 24.28	5.62+a
Forklifts.....	\$ 17.00	5.62+a
Piledrivers.....	\$ 24.28	5.62+a

a. PAID HOLIDAYS:

New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

-----  
IRON0005-001 06/01/2003

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence.....	\$ 24.00	8.975

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IRON0201-003 05/01/2005

	Rates	Fringes
Ironworker, Reinforcing,.....	\$ 24.45	9.73

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LABO0074-001 06/01/2004

	Rates	Fringes
Laborer: Skilled.....	\$ 17.59	3.30

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipelayers, or tile layers, operators of

jackhammers, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers, and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

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LABO0456-012 06/01/2004

	Rates	Fringes
Laborers:		
Mason Tender (Brick).....	\$ 13.95	3.30
Mortarmen, Scaffold Builders	\$ 14.65	3.30

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\* MARB0002-002 05/01/2005

	Rates	Fringes
Marble & Stone Mason.....	\$ 28.72	10.55
INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of exisiting masonry, brick, stone and cement (restoration work)		

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\* MARB0003-001 05/01/2005

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer.....	\$ 23.17	8.53

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\* MARB0003-004 05/01/2005

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 18.72	7.62

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PAIN0051-004 06/01/2004

	Rates	Fringes
Glazier		
Contracts \$2,000,000 and under.....	\$ 21.57	6.86
Contracts over \$2,000,000...	\$ 22.79	6.86

-----  
PAIN0051-010 06/01/2004

	Rates	Fringes
Painters:		
Brush, Roller, Spray and Drywall Finishers.....	\$ 21.01	6.86

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 PLAS0891-003 05/01/2004

	Rates	Fringes
Cement Mason.....	\$ 23.73	4.945

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PLUM0005-007 08/01/2004

	Rates	Fringes
Plumber		
Apartment Buildings over 4 stories (except hotels).....	\$ 19.03	7.19+a
ALL Other Work.....	\$ 29.52	10.89+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

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PLUM0602-006 09/01/2004

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 29.17	11.22+a

a. PAID HOLIDAYS:  
 New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving Day and Christmas Day.

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SFDC0669-001 01/01/2005

	Rates	Fringes
Sprinkler Fitter.....	\$ 25.05	11.00

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SHEE0100-002 07/01/2004

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 28.43	9.76

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SUDC2000-001 04/12/2000

	Rates	Fringes
Laborer, Unskilled.....	\$ 11.83	2.23
Pointer, caulker and cleaner		
INCLUDES pointing, caulking and cleaning of existing masonry, brick, stone and cement structures (restoration work); EXCLUDES pointing,		

caulking and cleaning of  
 new or replacement  
 masonry, brick, stone and  
 cement.....\$ 20.00

-----

WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
 the scope of the classifications listed may be added after  
 award only as provided in the labor standards contract clauses  
 (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates  
 listed under the identifier do not reflect collectively  
 bargained wage and fringe benefit rates. Other designations  
 indicate unions whose rates have been determined to be  
 prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
 be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on  
 a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests  
 for summaries of surveys, should be with the Wage and Hour  
 Regional Office for the area in which the survey was conducted  
 because those Regional Offices have responsibility for the  
 Davis-Bacon survey program. If the response from this initial  
 contact is not satisfactory, then the process described in 2.)  
 and 3.) should be followed.

With regard to any other matter not yet ripe for the formal  
 process described here, initial contact should be with the  
 Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an  
 interested party (those affected by the action) can request  
 review and reconsideration from the Wage and Hour Administrator  
 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

William W. Gross  
Director

Division of Wage  
Determinations

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.: 1978-1183

Revision No.: 40

Date of Last Revision: 03/09/2005

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Montgomery, Prince George's, St Mary's

Virginia Counties of Arlington, Clarke, Culpeper, Fairfax, Fauquier, Frederick, Greene, King George, Loudoun, Madison, Orange, Page, Prince William, Rappahannock, Shenandoah, Spotsylvania, Stafford, Warren, Westmoreland

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

**OCCUPATION CODE - TITLE**

**MINIMUM WAGE RATE**

23210 - Elevator Repairer (1,2,3,4,5,6)	28 .865
23220 - Elevator Repairer Helper (1,2,3,4,5,6)	20 .21
23230 - Elevator Repairer Helper, Probationary	14 .43

A newly hired employee may be classified as a probationary helper if, over an aggregate period of not more than nine months, he/she has not more than six months experience in the industry. A month shall be deemed worked when the probationary employee has completed 100 hours in a month.

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HOLIDAYS:** A minimum of eight paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) **HEALTH & WELFARE:** 7.025 per hour for all hours worked.

2) **VACATION:** Annual vacation pay is accrued as follows: After 6 months but less than 5 years of service in the industry, 6 percent of regular hourly rate for all hours worked, not to exceed 120 hours pay; more than 5 years of service in the industry, 8 percent of regular hourly rate for all hours worked, at least 160 hours vacation pay. Maximum hours of vacation pay are applicable to an employee who works 1750 hours or more but less than 2000 hours in the year.

3) **PENSION:** \$3.42 per hour for all hour worked

4) **EDUCATIONAL FUND:** \$ .37 per hour for all hours worked.

5) Work Preservation Fund (Elevator): \$ 0.10 per hour.

6) Elevator - Annuity and 401 (k) Plan: \$.95 per hour for all hours worked.